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COSTS—NEW COUNTY COURT RULES p. 984

The Solicitors' Journal

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The Solicitors' Journal

VOL. LXXX. **Saturday, December 12, 1936.** No. 50

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Current Topics.

The King's Decision.

As we go to press we learn that KING EDWARD VIII has irrevocably decided to abdicate. The matters leading up to this decision and its probable consequences have already been so widely discussed and expounded by our daily contemporaries that it is felt that any further reference thereto at this stage would be superfluous. Whilst, no doubt, the events and delays of the week have prepared us to expect something in the nature of a shock, nevertheless the news cannot fail to distress the whole Empire. The announcement at the same time of the accession to the throne of THE DUKE OF YORK is doubly welcome, indicating as it does that there is no doubt of the readiness of the other members of the Royal Family to shoulder the burdens of State immediately their turn comes to be called upon. Not the least important side of recent events is the anguish which must inevitably have been inflicted upon the Royal Family, and the sympathy which every British subject must feel can most surely be expressed by a united endeavour to forget past events and a fixed determination to make the path of our new King and Queen at least as prosperous and happy as that of the late KING GEORGE V and our beloved QUEEN MARY.

Chief Justice of India.

ALTHOUGH ever since the British occupation of the great eastern dependency in the later years of the eighteenth century there has been a succession of Chief Justices in India—one for each of the states—the appointment has now been made for the first time, under the provisions of the Government of India Act, 1935, of a Chief Justice of India, and, as has been announced, the choice of His Majesty to fill this new and high office has fallen upon Sir MAURICE GWYER, K.C. After a distinguished academic career, Sir MAURICE has filled a number of important Government posts, including that of Solicitor to the Treasury and Parliamentary Counsel to the Treasury, and no doubt the experience thereby gained, as well as by his work in editing ANSON'S classic treatise on the "Law and Custom of the Constitution," will prove of distinct value in the discharge of the onerous, and, some of them, novel, problems with which he will be confronted when he actually begins his new duties in the East.

The Federal Court.

THIS tribunal of which Sir MAURICE will be the chief is set up by the statute to which reference is made in the preceding paragraph, and is normally to sit in Delhi, although it may sit "at such other place or places, if any, as the Chief Justice of India may, with the approval of the Governor-General, from time to time, appoint." The court is invested with both original and appellate jurisdiction. Generally speaking, it is given original jurisdiction, to the exclusion of any other court, in disputes between any two or more of the following parties, that is to say, the Federation, any of the provinces, or any of the federated states, if and so far as the dispute involves any question (whether of law or fact) on which the existence of a legal right depends. In the exercise of this original jurisdiction no judgment, other than a declaratory one, is to be pronounced. By virtue of its appellate jurisdiction the Federal Court can entertain appeals from the decree or final order of a High Court in British India, if the latter tribunal certifies that the case involves a substantial question of law as to the interpretation of the Act of 1935, or any order in council made thereunder, and then follow these important words: "And it shall be the duty of every High Court in British India to consider in every case whether or not any such question is involved, and of its own motion to give or to withhold a certificate accordingly." Power is given to the Federal Legislature to enlarge this appellate jurisdiction in civil cases where the amount involved is above a named sum. Conceivably, the extensive powers with which the court is invested may tend to minimise the number of appeals to the Judicial Committee of the Privy Council, but appeals to the latter tribunal are not shut out, being allowed specifically in matters concerning the interpretation of the Act of 1935, on certain other constitutional questions, and "in any other case, by leave of the Federal Court or of His Majesty in Council." The veneration of the Indian people for the Privy Council has always been noticeable, and it found expression long ago in the act of remote tribesmen who were found offering sacrifice to a far-off but powerful god who had just restored to them certain land which the Government had taken away, and on being asked the name of the deity to whom they were offering their oblations, they replied: "We know nothing of him but that he is a good god, and that his name is the Judicial Committee of the Privy Council!"

The Trunk Roads Bill: Committee Stage and Third Reading.

WHEN the House of Commons went into Committee to consider the Trunk Roads Bill, an amendment to cl. 1 was agreed to, that when a road ceases to be a trunk road and again becomes a county road the right of claim of the authority which formerly administered it should revive immediately. Other amendments agreed to provide that before the Minister

constructs a new bridge he shall consult with the county council or highway authority concerned, and that the Minister shall be enabled to take over speed limit signs and markings for pedestrian crossings on trunk roads. The First Schedule which sets out the roads to be taken over by the Ministry of Transport was approved in its present form, notwithstanding efforts to secure the inclusion of others. The committee stage was concluded on 30th November and the Bill was reported to the House. The Bill was read a third time in the House of Commons last Thursday week. The Minister of Transport, in moving the third reading, stated that it would be the endeavour of the Ministry to bring to perfection the 4,500 miles of roads for which they were to be the highway authority, and to improve them as avenues of communication, but he warned the House that a considerable time was bound to elapse before the aims of the Bill could be put into operation. In the course of the debate Sir ROBERT HORNE made an interesting point. Hitherto, he said, in cases where the highway authority came into conflict with private rights or where there was a difference of opinion between the authority and certain public utility undertakings, such questions were settled by reference to the Minister of Transport. Now that the Minister of Transport was becoming the highway authority in respect of the great arterial roads of the country, it was plain that, unless some alteration was made in the former procedure, the Minister would become a judge in his own court, and the hope was expressed that the Minister would give some assurance that some provision would be inserted in the Bill which would prevent him being placed in such an awkward and embarrassing position. It was not suggested that the present or any future Minister would be likely to deal otherwise than what he regarded as impartially with any such matters.

Public Order Bill: Amendments on Report.

A NUMBER of amendments were introduced into the Public Order Bill when that measure was considered on Report last Monday. One of these is designed to protect actors and others dressing up in uniform for the purpose of playing a part on the stage or cinema from liability to prosecution under the Bill. Another, to cl. 2, moved by the Attorney-General, substitutes for " members or adherents of an association " whose words —written, spoken or published—were to be admissible as evidence in criminal proceedings, " any person taking part in the control or management of an association or in organising, training, or equipping." A proviso in the following terms was added to the same clause : " Nothing in this section shall be construed as prohibiting the organisation of a reasonable number of persons to be employed as stewards to assist in the preservation of order at any public meeting held upon private premises, or the instruction of those persons in their lawful duties as such stewards, or their equipment with badges or other distinguishing signs. Another proviso, in this case to cl. 3, which relates to the preservation of public order on the occasion of processions, moved, as was that just referred to, by the Home Secretary, is to the effect that no conditions restricting the display of flags, banners, or emblems shall be imposed except such as are reasonably necessary to prevent risk of a breach of the peace. A further amendment to the same clause restricts to three months the period for which a chief officer of police may apply to a borough or urban district council to prohibit processions. An amendment to cl. 4, which prohibits offensive weapons at public meetings and processions, exempts from the prohibition members " of a recognised corps," including a rifle club, miniature rifle club or cadet corps approved by a Secretary of State under the Firearms Acts, 1920 to 1936, for the purposes of those Acts. Other amendments moved by the Home Secretary provide for limiting the duty of a constable at a public meeting (cl. 6) to taking action " if requested to do so by the chairman of the meeting," for the omission of the provision that proceedings for an offence at a public meeting should not be instituted by the police but that any constable obtaining the name and address of any person should report it to the chairman, and for the coming into force of the Act on 1st January, 1937. The report stage was concluded on the day above indicated and the Bill was read a third time.

The Marriage Bill.

A STANDING Committee of the House of Commons considered the Marriage Bill on 3rd December, when the inclusion of its first clause was sanctioned. The attitude of the Government was explained by the Attorney-General, who intimated that a decision had not been taken on the Bill or on the various points of policy which were raised by the different clauses. Sir DONALD SOMERVELL said, however, that he and the Solicitor-General were there to assist the committee on technical points. Some discussion took place on an amendment to reduce from five years to three the period from the date of a marriage within which no divorce can, according to a provision of the Bill, be granted. Mr. A. P. HERBERT said that the promoters of the Bill were anxious that the clause should not be whittled away, because if that were done there would be little value left in it, and another speaker alluded to what was declared to be the strong feeling in the country that the clause should be retained, there being, it was said, no doubt that a great many people entered into marriage with the idea that if they did not like it they could get a divorce. Mr. A. M. LYONS viewed the matter in light of the restriction which the introduction of a statutory period would impose on access to the court. It would, he said, be an innovation to take away for a period the right of people to go to court for recognised relief. The Bill would mean that, for the first time in history, parties were going to be prevented from going to court. He expressed the hope that the period would be made as short as possible. The amendment was withdrawn. It should, perhaps, be explained that during the specified period of five years, applications for judicial separation and other relief, including declarations of nullity, remain unaffected.

Arterial Roads: Speed.

THE question of speed on arterial roads was raised by a deputation which was received last Friday week by Captain HUDSON, Parliamentary Secretary to the Ministry of Transport. The deputation, which included representatives of several local authorities, of a number of residents' associations and the Pedestrians' Association, expressed (we quote from *The Times*) dissatisfaction that the speed limit had not been brought into force on the new arterial roads and certain other roads in the neighbourhood of London, and drew attention to the large number of accidents, and the difficulties experienced by residents crossing these roads to get to shops, railway stations, schools, etc. Particular attention was drawn to certain individual sections where conditions were stated to be particularly dangerous. Captain HUDSON, who said that the Minister of Transport was as anxious as anybody that the roads should be made safe, and had taken the advice of the London Traffic Advisory Committee and the chiefs of police before de-restricting the roads in question, indicated that he was himself strongly opposed to high speeds on such roads and would support any action necessary to prevent them. It was not, however, he continued, considered that a case had been made out for a limit of thirty miles an hour on the grounds of safety. To apply the speed limit in unsuitable cases might even defeat its own object and cause motorists to revert to the use of the old roads, which the new arterial roads were designed to relieve. But he indicated that a number of applications for the imposition of the speed limit on certain sections of the roads in question were under examination by the Minister of Transport, and that in this connection consideration was being given to the possibility of providing subways, bridges, or other more definite safeguards for pedestrians.

Roads for the Motorist.

PERHAPS one of the most interesting features of the foregoing reply is the recognition of the fact that the denial of facilities for reasonably fast travel to the motorist, on roads largely planned for his use, may well have an unfavourable effect on other roads, which it is the object of the newer roads to relieve. Another matter not altogether disconnected with the same question is adverted to in a report which has recently been considered by the Council for the Preservation of Rural England, and which deplores the tendency to sacrifice country lanes and mountain passes to provide roads for service vehicles. The council has asked its branches throughout the country to show on a map the roads and lanes which are not at present used by mechanically-propelled vehicles, and to request local authorities to advise the general secretary at headquarters of any proposal to widen such roads. It is recognised that in certain cases it might be capable of proof that narrow roads, highly appreciated as they are by ramblers, whose requirements ought to be given consideration, should be made of service to mechanical traffic, but, in the opinion of some observers, narrow roads which are not required for vehicles are unnecessarily and expensively converted for that purpose, to the detriment of the pedestrian and rambler, and of much natural beauty. The foregoing envisages preservation of the countryside, by the denial (in suitable cases) of facilities; the granting of such by a really adequate provision of roads suitable for high speed should result in a not less desirable measure of protection being secured by the relief which would be accorded in the case of the ordinary highway.

Family Inheritance.

AMONG recently introduced Private Bills brief mention may be made of the Inheritance (Family Provision) Bill, which seeks to obviate hardships attendant upon the powers vested in a testator of free disposal of his property. This, as none know better than practitioners, is difficult country for the legislator, and it remains to be seen whether the present Bill meets with any better fate than its predecessors. The present measure empowers the court, upon certain conditions and at its discretion, to order such reasonable provision as it thinks fit to be made out of the net estate of a testator for a surviving wife (or husband), or child for whose maintenance the deceased has failed to make reasonable provision by will. The court empowered to make such an order is, under the terms of the Bill, the High Court, the Court of Chancery of the County Palatine of Lancaster, the Court of Chancery of the County Palatine of Durham, or the county court—subject to the provision that no county court shall be invested with the aforesaid powers before 31st December, 1939, and that where the net value of the estate does not exceed £2,000 proceedings under the measure may be assigned to the county court by the county court rules.

Unemployment Insurance: Gardeners.

IT may be briefly noted that the House of Commons recently approved the draft of the Unemployment Insurance (Private Gardeners Inclusion) Order, 1936, which was made under the Unemployment Insurance (Agriculture) Act, 1936, and gives effect to a recommendation of the Statutory Committee that private gardeners should come under the insurance scheme. It was intimated to the House that the number of persons affected by the Order might prove to be 125,000, and that the Exchequer contribution to the agricultural scheme in respect of them would be rather more than £100,000 a year.

Practice Note: Divorce Suits at Assizes.

THE attention of readers is drawn to the following observations of Sir BOYD MERRIMAN, P., which arose out of a recent application in the Probate, Divorce and Admiralty Division referred to in *The Times* of the 8th and 9th December: "On this application to send a case to a particular assize, I wish it to be known that parties making such applications should intimate in time to the Registrar that the application is to be made and then the file of the case will be in court so that it can be seen in what circumstances the venue has already been ordered."

Recent Decisions.

IN *Richards* v. *Goskar* (p. 991 of this issue), the House of Lords reversed the decision of a county court judge which had been confirmed by the Court of Appeal, and held that a minor, who had been certified as suffering from an industrial disease (nystagmus) and as being disabled from earning full wages at the work at which he had been employed, and who returned to his former work at full wages although he had not in fact recovered from the disease, and who again became disabled thereby, could rely on the original certificate, and was not under the necessity of obtaining another as a condition to receiving compensation under the Workmen's Compensation Act.

In *Stevenson* v. *Williams* (p. 993 of this issue), the Court of Appeal upheld a decision of HUMPHREYS, J., who found in favour of parties to a syndicate formed to enter a crossword puzzle competition, to which there were alternative answers, against the defendant, whose name was put on certain of the entries, one of which won the competition outright. When the result was known it was agreed, according to the plaintiffs, that the latter should be admitted to the syndicate and have a share of the prize. The Court of Appeal intimated that there was no evidence on which the court could hold that the competition was a lottery, that there was an agreement between the parties as to the sharing of prizes, and that a claim for money had and received, which was set out in the writ but not repeated in the statement of claim, had not been abandoned.

In *Rex* v. *Lewis; ex parte Director of Public Prosecutions*: *Rex* v. *Williams; ex parte Same*: *Rex* v. *Valentine; ex parte Same* (*The Times*, 8th December), the court (LORD HEWART, C.J., SWIFT and MACNAGHTEN, JJ.) made absolute the rule *nisi* which was granted on 23rd November under s. 3 of the Central Criminal Court Act, 1856, for the removal to the Central Criminal Court of the second trial of the accused persons on charges arising out of a fire at the Royal Air Force Depot near Pwllheli. At the previous hearing at the Carnarvon Assizes the jury disagreed. The grounds of removal were indicated in a note on the case which appeared in this column in our issue of 28th November, p. 943.

In *Davies* v. *M. W. Shanley* (*Park Chairs No.* 1), *Ltd.* (*The Times*, 8th December), a claim against the employers of a chair attendant who had been prosecuted for causing the plaintiff grievous bodily harm and found guilty, failed on the ground that when the plaintiff suffered the injury the attendant was not acting in the course of his employment or within the scope of his authority—see *Poulton* v. *London and South-Western Rly. Co.*, L.R. 2 Q.B. 534, 540.

In *Rex* v. *Cornwall County Valuation Committee and Others: ex parte Falmouth Rating Authority* (*The Times*, 9th December), the court discharged a rule *nisi* for certiorari, calling upon the Assessment Committee for the West Cornwall Assessment Area to show cause why a decision made by that committee on the proposal of the Cornwall County Council Valuation Committee to increase an assessment of a hereditament in the borough of Falmouth should not be quashed, and also discharged a rule *nisi* directed to the county valuation committee and the assessment committee to show cause why a writ of prohibition should not be awarded to prohibit the former from proceeding with, and the latter from hearing or determining, any proposal by the county valuation committee for increases in assessments of any dwelling-houses or shops in the said borough until the county valuation committee lodged and proceeded with similar proposals in relation to similar hereditaments in the county which, in the opinion of that committee, were under-assessed

Costs.

NEW COUNTY COURT RULES.

It would not, perhaps, be out of place if we considered for a moment the provisions, so far as they relate to costs, of the new County Court Rules which come into operation on the 1st January next, and which supersede the existing rules.

The general provisions relating to costs are set out in Ord. 47 of the new rules, whilst the scale of costs will be found in Appendix B.

There is no outstanding alteration in the amount of any individual item of costs, although there has been some rearrangement of the scale. There are a number of alterations to the existing rules, however, which, although not revolutionary, may have some far-reaching effects.

We do not propose to compare the new rules with the old ones item by item, but we think a useful purpose may be served if we draw attention to one or two of the more prominent points.

Order 47 directs, by r. 2, that the scale set out in Appendix B shall apply to all proceedings in the county court, unless provision is otherwise made in that order or in the directions set out in Appendix B. It will be remembered that the existing scale of fees applies as well between party and party as between solicitor and client, and, in effect, r. 2 (*supra*) would seem to have the same result, for it does not specifically say that the scale shall apply only for the purpose of regulating the costs of proceedings as between party and party, as it might well have done if that was the purpose intended.

The position, therefore, appears to be the same as before, and costs both as between solicitor and client and between party and party will still apparently be regulated by the same scale, subject to the fact that that scale may be enlarged or amplified by agreement between the solicitor and his client. In the absence of such an agreement it seems that the registrar will be bound to apply the scale, see s. 119 of the principal Act.

If the solicitor feels that in a particular case the scale applicable is not going to recompense him adequately for the work that he has done, then he must apply to the judge for a certificate under r. 13 of Ord. 47 and an order for costs on a higher scale than would otherwise be applicable. Even then it is difficult to see how the judge can remedy the matter where the costs fall under column C, for the rule provides that the judge may award costs on such *scale* as he thinks fit. The word "scale" in its present context would seem to imply a scale authorised by the order, so that in a case where the costs would normally fall to be compiled by reference to column C there seems no possibility of any higher allowance being obtained than is authorised by the scale under that column.

Where the proper scale is varied by virtue of a certificate under r. 13, then the increase of 33⅓ per cent. authorised by r. 41, with which we will deal later, shall not apply, unless the judge directs otherwise.

An interesting point arises here. Under Ord. 53, r. 50, of the existing rules the costs under columns B and C may be increased by a percentage, except that the increase shall not apply to costs which are "allowed on any scale higher than that which would otherwise be applicable."

Under the existing provisions the higher scale may be obtained by invoking the aid of s. 119 of the principal Act, which provides that the judge may, in his discretion, grant a certificate that the case involved some novel or difficult point of law, or that the question litigated was of importance to some class or body of persons, or of general or public interest, and he has power in such a case to award costs on a higher scale than would otherwise be applicable.

Order 47, r. 13, of the new rules, to which we referred above, gives the judge power to award costs on such scale as he thinks fit where he certifies that the determination of the question in dispute was of importance to a class or body of persons, or involved a difficult question of law, or that the decision of the court affects issues between parties beyond those directly involved in the proceedings. The wording of the new rule should be compared with s. 119, *supra*.

Rule 41 of the same order, as we have observed, directs that certain costs may be increased by 33⅓ per cent., except costs which are taxed pursuant to a certificate under r. 13.

It remains to be seen how these new rules are to be carried into effect in practice, for the precise effect of r. 13 is not at all clear. It would seem, however, that if the judge elected to grant a certificate under s. 119 of the Act instead of under r. 13 of Ord. 47, and awarded costs on a higher scale than would otherwise be applicable, then that higher scale of costs would attract the increase. It is not unlikely, however, that in practice the judge would elect to exercise his discretion under r. 13, in which case the percentage increase would not apply, unless the judge so directed.

In passing, it may be of interest to note that under s. 119 the judge has discretion only to award costs on a *higher* scale than would otherwise be applicable, whilst under r. 13 he will have power to award costs on such scale as he thinks fit in the instances mentioned. Circumstances may arise, therefore, in which the judge will see fit to award costs on a *lower* scale than would otherwise be applicable. It is an interesting point which will be settled in practice.

We will continue our consideration of these new rules in our next article.

Company Law and Practice.

Re-issue of Debentures.

Until statutory provision was made for the purpose, it was not possible for a company to pay off debentures and keep them alive for re-issue or issue debentures in their place ranking *pari passu* with outstanding debentures of the original series, unless the terms of the debentures authorised this to be done. The rule was based on the principle that a person cannot be mortgagee of property of which he is also the mortgagor; if he pays off a mortgage and becomes in effect the assignee of his own debt and of his own charge, liable to pay himself the mortgage principal and interest and with his own property charged with that payment, the result is that the debt and the security are gone. This principle was applied to a company which had acquired its own debentures in the case of *In re George Routledge & Sons Ltd.* [1904] 2 Ch. 474. There the company had issued debentures, some of which came from time to time into the market and these were purchased by the company itself. They were transferred into the company's name and the company was entered upon the register of debenture-holders as the owner of these debentures. Subsequently the company transferred them to various persons. Buckley, J., held that the transferees from the company had acquired nothing by the transfers to them; the company had, by itself taking a transfer of the debentures, become the assignee of its own debt and of its own charge, with the result that the debt and the security then ceased to exist, and there was nothing on which the subsequent transfer by the company could operate. Again, in *In re W. Tasker & Sons Ltd.* [1905] 2 Ch. 587, certain debentures of a series were issued to A as a security for a loan by him to the company and were registered in his name. When the loan was paid off by the company, A handed the debentures back to the company together with blank transfers; and subsequently the company, on receiving applications for debentures, filled in the blank transfers with the names of the applicants, and these applicants, who had paid the full nominal value of the debentures and were ignorant of the circumstances of the original issue of the debentures, were registered as debenture-holders in the place of A. The Court of Appeal held that, when the company paid off the debentures in the

first place, the debentures were redeemed and were dead and gone for all purposes and could not, therefore, be transferred; the transaction, consequently, was not a transfer of original debentures but a creation of new debentures, and the holders of the new debentures were not entitled to rank *pari passu* with original debenture-holders. Cozens Hardy, L.J., said this: "It has been argued that a company which has once issued debentures to the full authorised amount may nevertheless re-issue debentures which have been paid off, although there is no express power reserved to do so. As at present advised, I think a company cannot under such circumstances re-issue. The re-issue is in substance the creation of a fresh charge. The extinguishment of the old charge must enure to the benefit of the persons entitled to *pari passu* charges." See also *In re Perth Electric Tramways Ltd.* [1906] 2 Ch. 216.

The result of these decisions involved considerable hardship on persons whose debentures were found to be invalid, although such persons had no knowledge that the debentures had been the subject of a previous issue. Statutory provision for the validation of such re-issued debentures was first made by s. 15 of the Companies Act, 1907; and the relevant section of the 1929 Act is s. 75. The first two sub-sections of that section provide as follows:—

(1) Where either before or after the commencement of this Act a company has redeemed any debentures previously issued then—

(*a*) unless any provision to the contrary whether express or implied is contained in the articles or in any contract entered into by the company; or

(*b*) unless the company has, by passing a resolution to that effect or by some other act, manifested its intention that the debentures shall be cancelled,

the company shall have, and shall be deemed always to have had, power to re-issue the debentures, either by re-issuing the same debentures or by issuing other debentures in their place.

(2) On a re-issue of redeemed debentures the person entitled to the debentures shall have, and shall be deemed always to have had, the same priorities as if the debentures had never been redeemed.

The wide retrospective effect of these provisions are noticeable. The section does not indicate what, other than an express resolution, would be a sufficient manifestation of a company's intention that a debenture should be cancelled so as to prevent re-issue (see sub-s. (1) (*b*)), and each case would depend on its own facts; presumably, however, a memorandum of satisfaction, under s. 84 of the Act, entered on the register of charges at the instance of the company, would amount to such a manifestation.

One result of the decisions that the payment off of a debenture resulted in the extinction of that debenture was that, where a company deposited debentures to secure advances from time to time, the moment the company's account ceased to be in debit the debentures were spent and could not be re-issued or re-charged so as to continue to rank with other debentures of the same original series. Thus, in *In re Russian Petroleum & Liquid Fuel Company Limited* [1907] 2 Ch. 540, the company issued a series of debentures, some of which they deposited with a bank as collateral security for credit facilities afforded by the bank by the terms of which the bank were to accept the company's drafts. The credit was not a current account. The arrangement continued in operation for some time, but eventually the amount due to the bank on the credit was paid off by the company. The company then purported, in effect, to re-charge the debentures in favour of the bank for a separate advance expressly made by the bank, and the debentures were not given back to the company. It was held by the Court of Appeal, affirming the decision of Warrington, J., that, inasmuch as the whole amount for which the debentures were originally deposited as security had been paid off, the debentures themselves were spent, notwithstanding that they had not been handed back to the company, and they could not be recharged with any further sum. Warrington, J., in the court of first instance, said this: "If once you issue debentures, and the amount nominally secured by the debentures is advanced on that security, you cannot create a charge for any further sum without creating an additional charge which purports to rank *pari passu* with the debentures of the original issue . . . It seems to me that even in the case of a current account when the full amount has been borrowed and when the account has been in debit to the full sum of the nominal value of the debentures, then, if the debit has been paid off, any attempt to borrow further money on the security of the debentures is really to issue a fresh security."

This case of a deposit of debentures with banks and others to secure an account of a fluctuating nature is now expressly dealt with by sub-s. (4) of s. 75 of the 1929 Act, which provides as follows:—

"Where a company has either before or after the passing of this Act deposited any of its debentures to secure advances from time to time on current account or otherwise, the debentures shall not be deemed to have been redeemed by reason only of the account of the company having ceased to be in debit whilst the debentures remained so deposited."

As a result, if a company deposits debentures as security for an overdraft, and the company's account is for a time in credit but subsequently again in debit, the security constituted by the deposit of the debentures will continue to be good as against the fresh debit, and no question of the debentures being spent will arise.

Two other provisions of s. 75 should, I think, be noticed. Sub-section (3) provides that, when a company has power to re-issue debentures which have been redeemed, particulars of the debentures available for re-issue must be included in the company's balance sheet. By sub-s. (5) the re-issue of a debenture or the issue of another debenture in its place under the power given by the section is to be treated as the issue of a new debenture for the purposes of stamp duty; but it is not the issue of a new debenture for the purposes of any provision limiting the amount or number of debentures to be issued by the company.

A Conveyancer's Diary.

Powers of a Sole Personal Representative.

One of the mysteries which I have never been able to solve is why a sole personal representative should be given such powers as are denied to a sole trustee. It is strange that whilst the T.A., 1925 (see s. 14), and the L.P.A., 1925 (s. 27 (2)), provides for there being at least two trustees to give a good discharge to a purchaser or other person paying money, the right of a sole personal representative to give a good discharge is specifically reserved by the L.P. (Amend.) A.

I have written on this subject before, no doubt, and I repeat that I see no reason why a sole personal representative should be trusted more than a sole trustee. In fact, a sole personal representative may become a trustee and not infrequently does.

Suppose the case where a testator has appointed two persons as executors and trustees of his will and has devised and bequeathed the residue of his estate to them upon trust for sale. One of the executor-trustees dies. The survivor having fully administered the estate, and become therefore a trustee, desires to sell under the trust for sale. He is not in a position in his capacity of a trustee able to give a discharge for the purchase money, although, no doubt, if he should choose to sell (as he should not) as a personal representative, a purchaser

must accept a discharge from him. This I have always thought to be quite absurd.

The powers of a personal representative as such in respect of real estate are very extensive, and may shortly be stated to be :—

(1) All the powers and rights of a personal representative in force at the commencement of the A.E.A., 1925, with respect to chattels real (A.E.A., 1925, s. 2 (1) ; s. 39 (1) (i).

(2) All the powers of trustees for sale (*ibid.*, s. 39 (1) (ii) (iii).

(3) All the powers conferred by the S.L.A., 1925, upon a tenant for life or statutory owners or trustees of a settlement, including the powers of management conferred by that Act during minority (L.P.A., 1925, s. 28 (1)).

(4) All the powers, discretions and duties conferred or imposed on trustees holding land upon an effectual trust for sale (including a power to overreach equitable interests and powers as if the same affected the proceeds of sale), A.E.A., 1925, s. 2. (2), as amended by the L.P. (Amend.) A., Sched.

(5) Power of appropriation (A.E.A., 1925, s. 41), and of appointment of a trustee of infant's property (*ibid.*, s. 42 (1)).

It is curious that s. 42 (1) of the A.E.A., 1925, starts with the words " when an infant is absolutely entitled under the will or on the intestacy of a person dying before or after the commencement of this Act." Whereas an infant cannot be " absolutely entitled " on the intestacy of a person dying after the commencement of the Act, but can only be contingently entitled on attaining twenty-one or marrying under that age (see s. 47 (1) (i)). Further, if the intestate leave a surviving husband or wife the interest of the infant will be reversionary as well as contingent (see *Re Yerburgh* [1928] W.N. 208).

I cannot see why a sole surviving executor should have powers which a sole surviving trustee has not. It may be said that the office of an executor is only for a time and for the purposes of administration of the estate, but *quoad* a purchaser from him, that is not so. An executor may sell at any time and a purchaser cannot raise any objection or enquire whether he is in fact selling for purposes of administration, although the executor may in fact have become a trustee and not really entitled to sell at all. All the sole or sole surviving executor has to do is to make a statement that he has not made or given any assent, and that is conclusive in favour of a purchaser (A.E.A., 1925, s. 36 (6)). I cannot see why such a statement by a sole trustee should not be made equally effective, although, for my part, I think that there should always be two persons, whether these are personal representatives or trustees, to give a good discharge for the purchase price of land.

It is true that there is at present a technical difficulty. A sole trustee may always appoint another to act with him, whilst a personal representative cannot do so. That, I think, ought to be put right. There are, however, so many amendments that might with advantage be made !

Delegation of Trusts and Powers by a Trustee-Executor.

I HEARD recently of a case where an executor-trustee (one of several), who was intending to remain out of the United Kingdom for a period exceeding one month, gave a power of attorney under s. 25 (1) of the T.A., 1925, delegating his trusts, powers and discretions to an attorney.

The attorney, in purported exercise of the powers vested in him, proceeded to assent to the vesting of properties which belonged to the deceased in various persons who were doubtless entitled to them. Some of those properties were sold, and at length the objection was taken that, whilst the power of attorney might be good so far as the powers of a trustee were concerned, it was ineffective to confer the powers of a personal representative, and therefore that the assents as regarded land were not effectual. I think that was right, but I do not see why an assent which would relate back to the death of the testator could not still be given by the absent executor-trustee on his return and so validate the intermediate transactions, but there is some doubt about it. The authorities seem to show that, in the case of a residuary gift, the assent would not relate back, although in the case of a specific gift it would.

Landlord and Tenant Notebook.

Assignment of Reversion when Cause of Forfeiture Available.

IT was not till the passing of the Conveyancing Act, 1911, that the assignee of a reversion became entitled to enforce against the tenant a proviso for re-entry by virtue of which the tenant had exposed his term to forfeiture by some act or omission which had happened before the assignment. By expressly extending the provisions of s. 10 of the Conveyancing Act, 1881, s. 2 of the new statute enacted that the benefit of a condition should pass to the assignee, though he became entitled to the reversion after the condition had become enforceable. It was also enacted that this should apply when the forfeiture had been waived before the assignment ; perhaps this can be considered merely declaratory, for once a breach of condition is waived, there is no cause of forfeiture, or at all events no enforceable condition.

This branch of the law was once illustrated by such cases as *Crane* v. *Batten* (1854), 2 W.R. 550, in which Lord Campbell took no trouble to disguise his feelings of joy at being unable to help the plaintiff. The cause of action was forfeiture for breach of a covenant to insure. The covenant demanded that the tenant, his executors and assigns should insure the property, in an office to be named by the landlord, in the joint names of the landlord, his executors and assigns and the tenant, his executors and assigns, and keep the property insured in those names. Soon after the execution of the lease the landlord's brother told the defendant not to worry about the matter till Christmas, as the premises were covered till then. Later, the reversion was sold to the plaintiff, who issued his writ three days after taking the assignment. The tenant had not been informed of the sale of the reversion, and on this ground it was held that he had not broken the covenant, for he had had no approved insurance office nominated to him. It cannot be said that under the present law the decision would be different ; a purchaser of a reversion is still unable to rely on a breach which has been waived by acquiescence.

Another pre-1912 authority, *Ricketts* v. *Green* [1910] 1 K.B. 253, showed that the limitations of the old law did not affect the right of re-entry on half a year's rent being in arrear, dealt with by the County Courts Act, 1888, s. 139. The case is chiefly known as having decided that in order to prove insufficiency of available distress there is no need actually to distrain or attempt to distrain, but it also illustrated the position of a purchaser of a reversion. For the plaintiff, who sued for possession under the section, had bought his interest in January, and it was part of his case that the rent due the preceding Christmas had not been paid. It was held that he could avail himself of that fact. Incidentally, as (according to the statement of facts) the lease provided for forfeiture on the rent being two weeks in arrear " whether legally demanded or not," it is difficult to see why he troubled about the County Courts Act, 1888, s. 139 ; for that enactment merely repeats the Common Law Procedure Act, 1852. Section 210 was designed not to hinder, but to assist landlords in exercising rights of forfeiture on non-payment of rent. The landlords who required assistance were those whose leases did not contain the words in inverted commas, and who, but for the statute, would have to demand the rent on the

day it was due and go on demanding it till sunset before they could enforce the condition.

The new provision introduced by the Conveyancing Act, 1911, s. 2 (now to be found in L. P. A., 1925, s. 141) was unsuccessfully invoked in *Davenport* v. *Smith* [1921] 2 Ch. 270, in the following circumstances. The defendant, who held a thirty-five year lease of a bungalow and some land, was under a covenant not to erect any other building without the consent of the landlords. In 1920, without the necessary consent, he built a couple of sheds. An assignment of the reversion to the plaintiff followed, the deed expressly mentioning the defendant's lease, and the plaintiff being aware of the breach. The action for forfeiture failed, partly because insufficient notice had been given, but the learned judge also held that apart from that point the plaintiff by accepting the assignment had himself recognised the existence of the lease.

This decision would appear to cut down considerably the advantages conferred by the new provision. No one suggests, of course, that when a reversion has been sold the new landlord is not only to have the rights of the old landlord, but to be in a better position, by being immune from the trammels of the doctrine of waiver; but as when property which is let is sold it is usual for the conveyance to refer to the lease, it looked as if the scope of the new enactment were limited to cases of involuntary assignments of reversions.

But this would be going too far in the other direction, and at last, in *Atkin* v. *Rose* [1923] 1 Ch. 523, a purchaser found himself in a position to avail himself of the amendment to the Conveyancing Act, 1881. The short facts of this case were that a fourteen-year lease, granted in 1919, forbade alienation and particular user without consent. The following year three things happened. First, the tenant sub-let the premises after obtaining the necessary consent. Next, the under-tenant sub-let part of the premises without seeking consent, and the sub-undertenant set about using his part of the property for an unauthorised purpose. Thirdly, the plaintiff bought the reversion to the head lease subject to and with the benefit of that lease. And early in 1921 his solicitors received the Christmas (1920) rent for apportionment between the vendor and him. When he sought to forfeit, it was contended that *Davenport* v. *Smith* afforded a complete answer. But when he was able to show that the sub-undertenancy had been granted not only without the consent but also without the knowledge of the vendor, and the rent received without that knowledge, it was held that he was entitled, under the new enactment, to possession.

Our County Court Letter.

THE LIABILITIES OF RIDING SCHOOLS.

In a recent case at Westminster County Court (*Turton* v. *The Gymkhana Committee of the Queen's Westminsters*), the claim was for £12, as damages for injury to a horse (hired from a riding school), and for a declaration of indemnity in respect of claims up to £40 each, brought against the plaintiff for injuries to two other horses. The Defendants had organised a military gymkhana, including hurdle races, to which the plaintiff objected. Her case was that she ultimately consented to one hurdle race only, for a challenge cup, on condition that the defendants insured each horse for £40, at the rate of £10 for a premium of 2s. 6d. The plaintiff accordingly permitted six of her own riding school horses to participate, and also twenty-two others, which she hired. Two other hurdle races were retained in the programme, however, with the result that one of the plaintiff's horses was injured, and also two others, the owners of which were claiming against her £8 10s. and £100 respectively. The defence was that there was no proof of a contract to insure each horse for £40. His Honour Judge Sir Mordaunt Snagge held that the conversations between the parties constituted a contract to insure. Judgment was therefore given for the plaintiff as asked, with costs. See a case, noted under the above title, in the County Court Letter in our issue of the 14th March, 1936 (80 Sol. J. 201).

LIABILITY FOR DAMAGE BY FIRE.

In *Foster* v. *Scarrott*, recently heard at Stow-on-the-Wold County Court, the claim was for £7 15s. 6d. as damages for negligence. The plaintiff's case was that there was a dividing wall between his own and the defendant's premises. On the evening of the 29th May smoke was seen coming over from the defendant's yard, and, in the morning, the roof of the plaintiff's lavatory was found to have fallen in, and the door panels were also damaged. The defendant's case was that he had burned some old rags, on the 29th May, and thought the fire was out before he went to bed. Next morning, however, he found his own lavatory and the plaintiff's were both on fire, and he at once extinguished the flames. The claim was exaggerated, as £4 would cover the cost of repairs. His Honour Judge Kennedy, K.C., held that the defendant was negligent in not making sure that the fire was out the same evening. Judgment was given for the amount claimed, with costs. Compare a case, noted under the above title, in the County Court Letter in our issue of the 21st November, 1936 (80 Sol. J. 928).

THE TITLE TO RACEHORSES.

In a recent case at Bromyard County Court (*Wild* v. *Mitchell*) the claim was for a declaration that a racehorse "Craigendoran" was the property of the plaintiff, and that the defendant had no interest therein. A preliminary objection was taken that the claim was for a declaration only, without any monetary claim, and therefore the court had no jurisdiction. Moreover, the value of the horse was more, and not less, than £100 as alleged. The plaintiff's case was that the matter was urgent, as she wished to enter the horse for races during the jumping season. The defendant had also entered the horse, but the racing authorities would not accept any entries until the legal ownership had been settled. In November, 1935, the horse was the property of the defendant, whose son (a trainer of horses) was engaged to the plaintiff. The horse had been left for training with the defendant's son, but, as he was in debt, he received permission to sell the horse. It was accordingly bought by the plaintiff, but the defendant refused to recognise the sale. He was therefore liable in damages for slander of title, and an application was made for an amendment of the particulars of claim to that effect. An objection was taken that "slander" in s. 56 of the County Courts Act, 1888, included slander of title, and therefore the court had no jurisdiction. His Honour Judge Roope Reeve, K.C., upheld the preliminary objection and refused the application to amend. Judgment was given for the defendant, with costs. Compare *De Vries* v. *Smallbridge* [1928] 1 K.B. 482.

RECENT DECISIONS UNDER THE WORKMEN'S COMPENSATION ACTS.

INJURY FROM COPYING INK PENCIL.

In *Gray* v. *Minister of Labour*, at Glasgow Sheriff Court, the applicant was a typist, and had suffered an injury, in 1927, from the penetration of her left forearm by a copying ink pencil. The point remained in the wound, and compensation was paid at the rate of £1 6s. 8d. a week, until June, 1933. The respondent's case was that the wound was self-inflicted, or, even if originally accidental, the injury had been aggravated by deliberate interference with the wound, by the insertion of copying ink and metallic iron, so as to prolong the incapacity. The applicant's medical evidence was that the case history was consistent with causation solely by copying lead pencil poisoning, due to retention of lead in the wound and treatment such

as had been given in the early stages of the illness. Sheriff Haldane held that it was no discredit to the medical men that treatment had originally been on wrong lines, as they were baffled by the case and ignorant of the proper treatment. There was no evidence of malingering or interference with the wound, and the respondent had failed to discharge the onus of proof. Indelible pencil contained a large proportion of methyl violet dye, which was a powerful antiseptic but also poisonous. If allowed to remain under the skin, it rapidly dissolved and was disseminated through the surrounding tissues, upon which it had a destructive effect. An award was therefore made of £1 6s. 8d. a week as from June, 1933, with costs.

DISPLACED CARTILAGE NOT AN ACCIDENT.

In *Dunn* v. *Oldnall Colliery Co.*, at Stourbridge County Court, an award was claimed of £593 8s. for a widow and five children. The applicant's case was that her late husband had worked at the colliery as a pikeman for twenty-eight years. In February, 1936, the deceased was working on his knees in a stall on a seam of coal about two feet deep. When a shot was fired he had to run twenty or thirty yards over a muddy surface, where an accident might easily occur. On the 11th February the deceased complained that he had hurt his knee at work, and he eventually went into hospital for an operation. He there died on the 14th March from an anæsthetic shock, at the age of forty-four years, having enjoyed good health up to February. Fellow workmen of the deceased gave evidence that he was holding his knee and limping, after firing a shot, but the deceased had said that he had already had an accident, owing to a bar falling on him, before commencing to work for the respondents. The medical evidence was that the operation had been for a displaced cartilage, and the post-mortem examination showed that this could not have been caused more than two years or less than a fortnight before the examination. The respondents' case was that there was insufficient evidence of any accident, and no complaint had been lodged, although the deceased had had an opportunity of doing so. His Honour Judge Roope Reeve, K.C., was not satisfied that the deceased had had an accident during working hours, and no award was made.

IRISH PARENTS AS DEPENDENTS.

In *Hunt* v. *Routledge*, at Chester County Court, the case for the applicant (who lived at Sligo) was that his deceased son had been electrocuted while clipping a cow on the respondent's farm, near Chester. An award was claimed on the ground that the applicant, his wife and their children were dependents of the deceased. The dependency was denied, on behalf of the respondent, but His Honour Judge Whitmore Richards held that dependency existed, except possibly in regard to the deceased's brothers and sisters, to whom he had sent money to spend on luxuries and amusements. An award, by consent, was made in favour of the parents of the deceased, for £200, including costs. The fact that the Workmen's Compensation Acts do not extend to the Irish Free State is therefore no disqualification.

Obituary.

MR. B. ADLER.

Mr. Berthold Adler, Barrister-at-Law, of Harcourt Buildings, Temple, died on Monday, 7th December, in his sixty-sixth year. Mr. Adler was called to the Bar by the Middle Temple in 1895.

MR. A. L. FORRESTER.

Mr. Arthur Livesey Forrester, solicitor, senior partner in the firm of Messrs. Forrester & Forrester, of Malmesbury, died on Wednesday, 9th December, at the age of sixty-six. Mr. Forrester, who was admitted a solicitor in 1902, was Clerk to the Malmesbury Justices and Coroner for Wiltshire. He was Mayor of Malmesbury in 1907–8 and 1910.

To-day and Yesterday.

7 DECEMBER.—On the 7th December, 1777, a curious case came on at the Westminster Guildhall. A man who had lived with his wife for twenty-three years, and had eight children by her, suddenly transferred his affections to another, and brought a suit for jactitation in the Ecclesiastical Courts, on the ground that they had been married in the precincts of the Fleet Prison, that notorious centre of irregular marriages, though the ceremony had taken place before the Act making them unlawful. He knew she was too poor to defend the suit and the court declared him free to marry, but when his wife and children became chargeable on the parish, the local authority rose in its wrath and exposed his subterfuge. The magistrates now held the judgment void for collusion and the man liable to support his wife. They also recommended a prosecution for bigamy.

8 DECEMBER.—On the 8th December, 1339, Richard de Bynteworth, Bishop of London, died suddenly, leaving the Chancellorship vacant. He had held the Great Seal for less than six months, and his death caused some confusion in that King Edward III was, at the time, campaigning in France, starting the Hundred Years War. The next holder of the Great Seal was to find the fleur de lys engraved upon it.

9 DECEMBER.—Mr. Justice Jones died on the 9th December, 1640, in his seventy-fourth year. He was buried in Lincoln's Inn Chapel.

10 DECEMBER.—Mr. Justice Cowper died on the 10th December, 1728, barely a year after his appointment to the Common Pleas. He had a double distinction in that, first, he was the grandfather of the poet William Cowper, and secondly, he was the only barrister to attain a judgeship after having been tried for murder. That unfortunate experience overtook him at the Hertford Assizes, in 1699, but, after ably defending himself, he was acquitted and survived to sit on the Bench.

11 DECEMBER.—Here is an extraordinary case tried by Lord Chief Baron Skynner on the 11th December, 1784. Captain Sutton, of the "Isis," brought an action for damages against Commodore Johnstone, who had put him under arrest on the ground that he had not done his duty in an action against the French fleet in the West Indies. The trial began at eleven on a Saturday, lasted all day and all night and all the next morning, Captain Sutton being awarded £6,000. "There never was an instance in this Kingdom before this of a trial for damages that occupied the attention of a court for twenty-six hours without intermission."

12 DECEMBER.—The following sentence passed on one of the Threshers by Mr. Baron George at Sligo on the 12th December, 1806, speaks for itself: "Patrick Flynn, you appear to be one of those wicked men who go about at night attacking the habitations of peaceable men . . . From a motive of lenity and mercy you were received to give evidence against your fellow conspirators. But it now appears that their false and illegal oath has more obligation upon you than the oath you took in the presence of God and of your country. The latter has been disregarded for the purpose of saving your associates . . . But see how you have disappointed and deceived yourself . . . You shall be put in the pillory as an example of scorn and indignation and afterwards you shall be transported for seven years as unworthy any longer to tread upon Irish ground."

13 DECEMBER.—The great Fenian attempt to blow up the Clerkenwell House of Detention took place on the afternoon of the 13th December, 1867. A breach was made in the thick prison wall and upwards of

forty persons were injured. One woman was killed on the spot and three other persons died within a few days. The man eventually hanged for the crime was the last to be publicly executed in London.

THE WEEK'S PERSONALITY.

Mr. Justice Jones died just in time to escape impeachment, for he had in Hampden's case given judgment in favour of the legality of Ship Money and, had he lived a little longer, he would certainly have shared in the Long Parliament's condemnation of his colleagues. His decision had been by no means due to a slavish subservience, for when, on an earlier occasion, he had been called before the House of Lords with the other judges in connection with another case, he had declared: "I am *Liber Homo*. My ancestors gave their voice for Magna Carta. I enjoy that house still which they did. I do not now mean to draw down God's wrath upon my posterity and, therefore, I will neither advance the King's prerogative nor lessen the liberty of the subject, to the danger of either King or people." He came of a very ancient Welsh family seated in Carnarvonshire. His first judicial post was as Chief Justice in Ireland, and when he resigned the King said that "he could wish for the good of his service and his Kingdom of Ireland that a man so faithful, honest and able would have affected to continue in that office longer." In 1621, he became a Justice of the Common Pleas in England, transferring to the King's Bench in 1624.

A STRANGE LANGUAGE.

At a recent conference of probation officers it was proposed that simpler language and fewer pompous legal phrases should become the rule in juvenile courts, inasmuch as a document which tells a boy who has broken a window that he is "holden to His Majesty the King" conveys but little to him and would bewilder many of his elders. One recalls how Carson in his early days in the Irish Courts would be accosted by homely individuals with a confidential "Will ye speak to me, counsellor?" Then they would add with apprehension: "On Thursday last I was served with the Grace of God. I have it in my pocket." "Show it to me," Carson would say, "and I'll tell you what to do with it." Then the frightened peasant would produce a crumpled *subpœna duces tecum* ordering him to bring some document to court. "It's a compulsory!" they would exclaim in awe. It was the considered opinion of one ancient authority that that part of the law which was in intelligible language "hath only occasioned the making of unquiet spirits contentiously knowing and more apt to offend others than to defend themselves."

APPEALS AND CITATIONS.

In sentencing a prisoner to a term of penal servitude at the Birmingham Quarter Sessions recently, the Recorder observed: "I am never impressed by allusions to the Almighty made by people with records like yours, nor am I influenced by your quotations from Shakespeare." Those are matters on which judges have always found it necessary to harden their hearts. It is well known how effectively the caustic wit of Mr. Justice Maule dealt with a prisoner who, after a verdict of "guilty" exclaimed: "May heaven strike me dead, my lord, if I know anything about it." The judge allowed nearly a full minute to elapse in dead silence and then addressed the man: "Prisoner at the Bar, since Providence has not seen fit to interfere, you will go to penal servitude for fifteen years." Perhaps even more effective was the way in which Mr. Justice Avory dealt with a man who tried to excuse a libel by citing the example of Tom Hood's works. "If Tom Hood had come before me," said the judge, "I should have sent him to prison."

The Permanent Court of International Justice at The Hague has elected Don J. Lopez Olivan (Spain) as Registrar. Señor Lopez Olivan was Deputy-Registrar in 1929 and 1930.

"APPEALS" WHICH SHOULD NOT BE DISMISSED.

WE are continuing our practice of calling attention, at this season of the year, to the appeals made by organised charitable institutions. In past years our Special Appeal at Christmastide has, we venture to hope, met with a certain amount of success, and we therefore give the following details of some of the many deserving institutions which are in great need of support:—

We very warmly commend the effort that is being made to raise funds for combating the cancer disease, which, more than any other, is responsible for the suffering and sorrow of our time. Anything that can be done to forward the efforts now being made by The Royal Cancer Hospital to give hope to those afflicted, by providing treatment and a possible cure, is surely more than worth while. At the present moment the Committee of The Royal Cancer Hospital are faced with the urgent necessity of extending the Research Institute, modernising the wards, some of which date back to 1851, when the hospital was founded, and providing more accommodation for nurses. Legacies, donations and subscriptions should be sent to the Secretary, The Royal Cancer Hospital, Fulham Road, S.W.3. Financial assistance is also required by the British Empire Cancer Campaign, of 12, Grosvenor Crescent, S.W.1, the National Society for Cancer Relief, of 47, Victoria Street, S.W.1, and the Imperial Cancer Research Fund, of Queen Square, W.C.1, which carry on a work of the greatest importance to mankind.

Brompton Hospital for Consumption and Diseases of the Chest, S.W.3, needs £90,000 annually for maintenance. This leading chest hospital with 500 beds is doing world-renowned work, and "Brompton" trained men are combating tuberculosis throughout the world. Help is also required by the Hospital for Epilepsy and Paralysis, of Maida Vale, W.9, and St. John's Hospital for Diseases of the Skin, of Leicester Square, W.C.2.

Every day 700 little children of the poor are treated at the Hospital for Sick Children in Great Ormond Street, W.C.1: £70,000 a year is needed for absolute necessities and in addition help is urgently required for the £400,000 Reconstruction Fund. An appeal for annual subscriptions, donations and bequests is also made by the Princess Louise Hospital for Children, of St. Quintin Avenue, W.10.

We have not sufficient space at our disposal to refer specifically to the many other hospitals urgently in need of assistance, but we feel that Guy's Hospital, London Bridge, S.E.1, the National Hospital, Queen Square, W.C.1, and Westminster Hospital, S.W.1, should not be forgotten.

The Royal Surgical Aid Society, established in 1862 to supply spinal supports, artificial limbs, etc., has supplied over 1,590,000 appliances to the poor. Donations will be welcomed by the Secretary at the offices of the Society, Salisbury Square, Fleet Street, E.C.4.

This year has seen the Coming-of-Age of St. Dunstan's, of the Inner Circle, Regent's Park, N.W.1, which was founded by the late Sir Arthur Pearson in March, 1915, and the Annual Report, which has recently been issued, contains a survey of these historic twenty-one years. In the last three years seventy-five new cases have come to St. Dunstan's, all of them victims of "delayed blindness" directly due to war service, often to the effect of mustard-gas poisoning. These new St. Dunstaners are all trained and taught and cared for in the identical way their comrades were treated twenty-one years ago. An appeal is also made on behalf of Earl Haig's British Legion Appeal Fund, and a Christmas present, large or small, addressed to Captain Wilcox, Haig House, Eccleston Square, S.W.1, on behalf of that fund would be doubly welcome.

We have no need to refer at length to the place of the National Institute for the Blind in the National Scheme of

Blind Welfare. The National Institute is the one national body working for the blind which has a general commission, and it accepts that commission with the determination to leave none of the problems of the blind unsolved and none of the needs of blind persons unsupplied. The work of the National Institute is dependent on voluntary contributions, which should be sent to the General Secretary, at 224–8, Great Portland Street, W.1.

The happiness of thousands of blind readers is also derived from the books which are produced and loaned free by the National Library for the Blind, of 35, Great Smith Street, S.W.1.

The National Institute for the Deaf, of 105, Gower Street, W.C.1, is the only organisation engaged in promoting the complete welfare of the 40,000 deaf and dumb. Assistance is badly needed for the maintenance and extension of this task.

As Christmas is essentially the Children's Festival there can be no finer way of celebrating it than by helping to bring joy into the lives of needy little folk who have fallen upon evil times. Dr. Barnardo's Homes always care for over 8,000 boys and girls, and despite the size of their family they never say "No" to any newcomer in search of their aid. As a matter of fact, something like five boys and girls are received into the Homes every day in the year, and for most of them this coming Christmas will be the first taste of real happiness. For the small sum of 10s. a child can be fed for a fortnight at the Xmas Season; or for those of larger means £500 will endow a bed. Cheques, etc., should be crossed, made payable to Dr. Barnardo's Homes, and forwarded to 18–26, Stepney Causeway, London, E.1.

The Waifs & Strays Society has saved for the Nation no less than 40,000 children since its foundation in 1881, and it has under its care to-day a family of nearly 4,600, from tiny babies to boys and girls being trained to earn their living; among them are several hundreds of crippled children, perhaps the most pathetic of all, though they are wonderfully brave and cheerful. Help to give the children happiness not only at Christmas but all through the year. Donations should be sent to the Church of England Waifs & Strays Society, Old Town Hall, Kennington, S.E.11.

Subscriptions and donations are urgently required by the London Orphan School and Royal British Orphan School, Watford, which was established in 1813 for fatherless boys and girls of the necessitous middle class. Nearly 500 children are now being maintained, clothed, and given a secondary boarding school education. The offices are at 15, St. Helen's Place, Bishopsgate, E.C.3.

There are many other deserving charities whose principal objects are child welfare, and amongst them should not be forgotten the N.S.P.C.C., Royal Soldiers' Daughters' Home, Shaftesbury Society and R.S.U., and Spurgeon's Orphan Homes. These institutions are in urgent need of funds to enable them to carry on their good work. Gifts and donations should be sent to the N.S.P.C.C., Victory House, Leicester Square, W.C.2; Royal Soldiers' Daughters' Home, 65, Rosslyn Hill, Hampstead, N.W.3; Arthur Black, General Secretary of the Shaftesbury Society, John Kirk House, 32, John Street, W.C.1; and Spurgeon's Orphan Homes, Clapham Road, Stockwell, S.W.9.

The work of the British Sailors' Society is so well known that it is only necessary to mention here that their work of providing home and overseas rest for sailors, and caring for their widows and orphans, cannot continue without generous support. Donations should be addressed to the Society's headquarters, 680, Commercial Road, E.14.

Support is also needed for the work of the Church Army and the Salvation Army. Donations should be sent to Preb. Carlile, C.H., D.D., Hon. Chief Secretary, 55, Bryanston Street, W.1, and to 101, Queen Victoria Street, E.C.4, respectively.

Great efforts are made by the British and Foreign Bible Society to cause "the tide of the Scriptures" to flow into the everyday life of the peoples of the world. Last year 11,686,131 volumes of Scripture were circulated, a figure that has only twice previously been exceeded. An increase in contributions is required, and these should be sent to the Secretaries, at Bible House, 146, Queen Victoria Street, E.C.4.

Funds are wanted to assist in their work of caring for deserving cases by the Distressed Gentlefolks' Aid Association, 74, Brook Green, S.W.6; Miss Smallwood's Society for the Assistance of Ladies in Reduced Circumstances, Lancaster House, Malvern; and The National Benevolent Institution, 1, Woburn Square, W.C.1.

The Central Discharged Prisoners' Aid Society, of 56–8, Whitcomb Street, Leicester Square, W.C.2, needs support in carrying on its task of caring for discharged prisoners and dependants of those serving sentences.

Assistance is also required by the People's Dispensary for Sick Animals in its good work. The address is 14, Clifford Street, New Bond Street, W.1.

Last but by no means least are those organisations the objects of which are most directly concerned with members of the legal profession. Of these, The Law Association, 3, Gray's Inn Place, W.C.1, and The Solicitors' Benevolent Association, Clifford's Inn, Fleet Street, E.C.4, would gladly welcome any assistance, however small.

These are obviously only a few of the various charitable organisations urgently requiring funds, but we hope that perhaps this short notice of them may assist readers who desire, at this festive season, to make some small contribution to the happiness and welfare of those less fortunate than themselves.

Notes of Cases.

Judicial Committee of the Privy Council.

Shaikh Shukrullah and Others *v.* **Zohra Bibi and Others.**

Lord Roche, Sir Shadi Lal and Sir George Rankin.
19th November, 1936.

India—Procedure—Compromise of Appeal—Minor interested in Submission to Board for approval Court below to certify whether or not Compromise for Minor's Benefit.

Petition by the appellants (the unsuccessful defendants in the court below), with the consent of the respondent plaintiffs, that the appeal from a decree of the High Court of Allahabad, dated the 26th May, 1932, should be allowed.

One of the plaintiffs, the brother and guardian of one of the plaintiffs who was a minor, stated in an affidavit that it was highly beneficial to the respondents, including the minor, that the differences between the appellants and the respondents should be settled as set out in the petition, and that the minor should thereby be protected from possible loss in the future. By the petition prayer was made that the appeal should be allowed without costs, the plaintiffs' suit being dismissed without costs, and that the minor's share should be not less than Rs.5,700 out of the Rs.23,000 paid to the original plaintiff.

Lord Roche, giving the judgment of the Board, said that their lordships thought that they could in this case approve of the compromise. They wished, however, to point out the difficulty in which they were placed in determining a matter such as the present when they were without knowledge of the facts, which could be obtained only by close investigation of the case itself. Their lordships wished to intimate that they would be obliged if, in cases of this kind, where a compromise affecting the interests of minors was proposed and submitted for their lordships' approval, the court from which the case came on appeal would take the matter of the proposed compromise into consideration and certify to their lordships whether, in their opinion, the proposed compromise was, or

was not, in the interests of the minor or minors. Their lordships thought that as much publicity as possible should be given to this intimation, and that, in future, when there was a case of a similar kind, the parties who desired to obtain their lordships' approval to the proposed compromise should ask the court from which the appeal came to deal with the matter in accordance with their lordships' request.

COUNSEL: *W. Wallach*, for the petitioners. (There was no appearance by or on behalf of the respondents, the plaintiffs in the action.)

SOLICITORS: *Hy. S. L. Polak & Co.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

House of Lords.

Richards *v.* Goskar.

Lord Atkin, Lord Russell of Killowen, and Lord Macmillan. 3rd December, 1936.

WORKMEN'S COMPENSATION—INDUSTRIAL DISEASE—CERTIFICATE OF DISABILITY—RETURN OF WORKMAN TO WORK AT FORMER WAGES—RENEWED DISABILITY FROM THE DISEASE—NO FURTHER CERTIFICATE OBTAINED—WHETHER COMPENSATION RECOVERABLE—Workmen's Compensation Act, 1925 (15 & 16 Geo. 5, c. 84), s. 43.

Appeal from an order of the court of appeal dated the 23rd July, 1935, affirming a decision of the judge of Glamorganshire county court, dated the 24th April, 1935.

At the material date, the appellant, a coal miner, was employed by a colliery company, of which the respondent, Goskar, was receiver and manager.

The appellant was, in 1932, certified to be suffering from miners' nystagmus, and to be disabled from earning full wages at the work at which he was employed, and was accordingly awarded compensation. The appellant later, although he had not in fact recovered from the disease, returned to his former work at his former wages. He then again became disabled by the original nystagmus. No further valid certificate as to his condition was obtained by the appellant. When the matter came before the county court judge, the appellant contended that he was entitled to rely on the original certificate that he was suffering from the disease. The respondent contended that the appellant must obtain a new certificate as a condition precedent to receiving compensation.

The county court judge found, on the facts stated above, that the disability to earn full wages had ceased. He regarded himself as bound to hold that the disability was the accident and accordingly held that he could not award the appellant compensation, although he was then suffering from the same disease and might, by reason of it, be wholly or partially incapacitated.

LORD ATKIN said that the result arrived at in the county court was, of course, impossible under the working of the Workmen's Compensation Act, 1925, when applied to ordinary accidents. The question was whether the position was different in cases of industrial disease. There could be no doubt that *Timmins* v. *Brodsworth Main Colliery Company Limited* (1934), 50 T.L.R. 458; 27 B.W.C.C. 283, and *Durrant* v. *British Fibrocement Works* (1934), 27 B.W.C.C. 460, bound the county court judge to come to that conclusion. Those cases were founded on what was said in that House in *M'Dougall* v. *Summerlee Iron Company, Limited* [1927] 20 B.W.C.C. 419, and it must be conceded that there were passages in the opinions in that case which indicated the view that in industrial diseases the effect of the Act was that the certified disability to earn full wages was the accident and that when such disability ceased compensation was thereafter at an end, though the disease continued. It could, however, be shown from the Act of 1925 itself and from decisions of the House of Lords that the legal position was not that adopted by the judge and the Court of Appeal. By s. 43 of the Act one of three alternative conditions entitling a workman to compensation was a certificate that he was suffering from an industrial disease and thereby disabled from earning full wages. By s. 43 (1) (*a*) "the disablement . . . shall be treated as the happening of the accident." By s. 43 (2) the date of disablement was the date certified by the certifying surgeon, or that of the certificate. Part II of the Act, dealing with industrial diseases, was obviously intended to be written into Part I so that the machinery provided for the relief of workmen injured by ordinary accidents could be applied with the necessary modifications to workmen suffering from industrial disease. In the case of ordinary accidents the sequence of events was accident, injury, incapacity. The certified "disability" referred to in s. 43 did not take the place of or necessarily establish that incapacity for work which measured the compensation. The county court judge in case of dispute had to determine whether there was total or partial incapacity for work resulting from the injury (s. 9). That it was incapacity from the *injury* that had to be determined was made clear by other sections. The certificate of "disability" was necessary to fix the stage at which the progressive disease could reasonably be treated as an injury by accident. If, however, disability were translated into "accident" for all purposes, the scheme fell to pieces. On that construction, the judge must at that stage disregard the certified disability of the "accident," and revert to the disease, in which case the disease, which, in terms, was the injury, and by the statute was an injury caused by accident, had yet caused the accident, an absurd sequence. With regard to the authorities, the simple question was whether a man who had been certified to have been disabled by an industrial disease and was found to be still suffering from that disease and to be disabled by that disease was debarred from recovering compensation because for some time after the original disablement he was able to earn full wages at the employment in respect of which he was originally certified. Such a proposition, as it appeared to him (Lord Atkin), was quite inconsistent with the rights given in the case of ordinary accidents. It was inconsistent with the terms of the Act, including ss. 12, 18, &c., which applied both to ordinary accidents and to causes of industrial disease. It was supported by what he ventured to think was too narrow a construction of the decision in *M'Dougall's Case, supra*. The appellant was entitled to have his claim for compensation assessed by the county court judge, and the appeal should be allowed.

LORD RUSSELL OF KILLOWEN and LORD MACMILLAN concurred.

COUNSEL: *Cave*, K.C., and *T. Jenkin Jones*, for the appellant; *Edgar Dale* and *Montague Berryman*, for the respondent.

SOLICITORS: *John T. Lewis & Woods*, agents for *Randell, Saunders & Randell*, Swansea; *Bramall & Bramall*, agents for *F. E. Metcalfe*, Bristol.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Court of Appeal.

Brooks Wharf and Bull Wharf, Ltd. *v.* Goodman Bros.

Lord Wright, M.R., Romer, L.J., and Macnaghten, J. 22nd and 23rd October, and 18th November, 1936.

CUSTOMS AND EXCISE—BONDED WAREHOUSE—GOODS STOLEN FROM—DUTY PAID BY WAREHOUSEMAN—WHEN DUTY DUE—LIABILITY OF IMPORTER OF GOODS TO INDEMNIFY WAREHOUSEMAN—CUSTOMS CONSOLIDATION ACT, 1876 (39 & 40 Vict., c. 36), s. 85.

Appeal from a decision of Branson, J. (80 SOL. J. 305).

The plaintiffs, a firm of bonded warehousemen, in August, 1934, entered into an agreement with the defendants to warehouse certain goods of theirs and to undertake the usual obligations of a bonded warehouseman with regard to them.

The defendants agreed, as consideration for the agreement, to pay 1 per cent. of the value of the goods. This was £4,119, the duty upon them being £823 17s. 10d., which was unpaid when the goods were received for storage. In September, 1934, before any duty was paid, the goods were stolen from the warehouse in circumstances which did not show any negligence in the plaintiffs. In February, 1935, the plaintiffs paid the duty due to the Customs authorities. In this action they claimed that amount. (They also claimed in respect of the warehousing charges, but as to these no question arose.) Branson, J., gave judgment for the plaintiffs.

LORD WRIGHT, M.R., dismissing the defendants' appeal, said that the plaintiffs' system of vigilance was reasonable and proper, and their duty was no higher than to do what was reasonable. They were not insurers. The claim depended on considerations of law. Customs duties were charged on goods under the charging order which in this case was s. 1 of the Import Duties Act, 1932. That provided that there should be charged on all goods imported into the United Kingdom a duty of 10 per cent. of the value of the goods. The importer was the person primarily liable (see *Attorney-General* v. *Anstead*, 12 M. & W. 520, at p. 528). His lordship referred to the Customs Consolidation Act, 1876, and said that the importer remained liable for duty as at the date of importation, though he might relieve himself of the liability either by selling the goods subject to the same liabilities for duties or by entering them for exportation or for use as ships' stores. The duty attached at the time of importation. The demand to pay it had been made on the plaintiffs under s. 85 of the Act of 1876, because the goods had been removed from the warehouse without due entry. They now claimed as for money paid to the defendants' use on the principle stated in "Leake on Contracts," 8th ed., p. 46, which had been applied in many cases where the obligation was not put on any ground of implied or constructional contract, but was imposed by the court on what the court considered just and reasonable, having regard to the relationship of the parties. It was a debt or obligation constituted by the act of the parties, apart from any consent or intention or any privity of contract. Though here there was a contract of bailment, there was no suggestion that the obligation in question had ever been thought of as between the parties. The court could not say that they would have agreed, had they considered the matter when the goods were warehoused. All it could say was that they ought as reasonable men to have decided between themselves. The defendants would be unjustly benefited at the plaintiffs' cost if the plaintiffs who had received no extra consideration and made no express bargain should discharge their debt. The duties were due from the importer and nothing in the Customs Act removed the liability from him.

COUNSEL: *W. McNair* and *C. A. Roberts*: *Willink*, K.C., and *Sachs*.

SOLICITORS: *Hair & Co.*: *Keene, Marsland, Bryden, Besant, Batham & Cork*.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

In re Parent Trust and Finance Co. Ltd.

Lord Wright, M.R., Romer and Greene, L.JJ.
27th and 28th October, 1936.

GUARANTEE—LOAN—SHARES PURPORTED TO BE CHARGED AS SECURITY—NEVER IN FACT CHARGED—EFFECT ON LIABILITY OF GUARANTOR—ESTOPPEL.

Appeal from a decision of Bennett, J. (80. SOL. J. 287).

A deed, dated the 20th March, 1929, between the A. Trust Limited, the borrowers, and the M. Corporation Limited, the lenders, recited that the borrowers were possessed of certain securities mentioned in the schedule thereto and that the corporation had agreed to lend the trust £250,000. The deed provided that the borrowers agreed (1) to repay the sum on a certain date with interest at 8 per cent. per annum, (2) that they charged the securities mentioned in the schedule as security for the repayment, (3) that they would not create any prior charges on the assets while the money was owing. On the same day, a deed of guarantee was entered into between the P. Company and the corporation in respect of the loan. It recited that the corporation at the request of the company had advanced the trust £250,000 on the security of a charge on the shares mentioned in the schedule thereto. It provided that, in the event of the borrowers failing to repay the sum borrowed with interest "whatever may now or hereafter be the position between the borrowers and the guarantors as sureties, the guarantors shall be considered and be liable as principal debtors for all moneys secured by the said charge, and that the guarantors and their successors shall not be released, nor shall their liability hereunder be affected by time being given to the borrowers, or by the corporation omitting or neglecting to protect the security created hereby, or by the said charge, or by any other arrangement or dealing between the borrowers and the corporation in reference to the said security, or by any other act, omission, matter or thing whatsoever, whereby, but for this provision, the guarantors as sureties would have been so released." The schedules to these deeds mentioned the following shares as charged: 275,000 shares of £1 each, fully paid, in Iron Industries Limited, 50,000 ordinary shares of 10s. each fully paid, in Retail Securities Limited, 25,000 ordinary shares of £1 each, fully paid, in Corporation and General Securities Limited. In fact, the 250,000 shares in Iron Industries Limited, were never validly issued and, therefore, no charge existed upon them. The time fixed for repayment was twice extended, part of the loan being repaid. In September, 1929, the trust went into compulsory liquidation and the corporation lodged a proof of debt for £150,000, the amount to which the debt had been reduced, with interest. Subsequently, both the corporation and the company went into liquidation, and the liquidators of the corporation claimed to be creditors of the company to the extent of £184,685, being balance and interest. Bennett, J., reversed the rejection of the proof by the company's liquidator, holding the guarantors liable under the contract.

LORD WRIGHT, M.R., allowing the liquidator's appeal, said that the question was, what was the position in view of the fact that the 275,000 shares were never available as security? The only fair construction of the agreement of guarantee was that the guarantors were guaranteeing a debt secured by an existing charge on available shares. As there was no such charge in fact, they were not bound. A guarantor must regard as one of the most material facts affecting his position the existence or non-existence of security, since if he paid the debt in default of the borrower, he was entitled to the benefit of all the securities available and contemplated as being available for him when he entered into the contract of guarantee. To guarantee an unsecured debt was different from guaranteeing a secured debt, and this guarantor was being asked to perform something which he never agreed to perform. His lordship referred to *Bonser* v. *Cox*, 4 Beav. 379, at p. 382; *Evans* v. *Brembridge*, 8 De G. M. & G. 100, at p. 109; *Coyte* v. *Elphick*, 22 W.R. 541, at p. 543, and *Bowes* v. *Shand*, 2 App. Cas. 455, at p. 476. Bennett, J., had considered that he could not hold that the guarantors attached real importance to the existence in the hands of the creditors of these shares as security, because he found that by the terms of the contract the guarantors had left the creditors free to realise the shares or make arrangements with the debtors with respect to them. But the clause in question did not give them power to release or destroy the security and, moreover, the fact that the security referred to in the documents did not exist at all prevented this clause from being raised on the basis of the contract. The last point was whether the recital in the deed of guarantee that the sum advanced was on the security of a charge on the shares constituted an

estoppel binding on all the parties. Patteson, J., said in *Stroughill* v. *Buck*, 14 Q.B. 781, at p. 787: "When a recital is intended to be a statement which all the parties to the deed have mutually agreed to admit as true, it is an estoppel upon all. But when it is intended to be the statement of one party only, the estoppel is confined to that party . . ." This recital was a statement of a matter peculiarly within the knowledge of the creditors and made with the intention that it should be acted on by the other side. This recital should be construed as the statement of the creditors only. His lordship also referred to *Young* v. *Raincock*, 7 C.B. 310, and said that there was no estoppel here.

ROMER and GREENE, L.JJ., agreed.

COUNSEL: *Simonds*, K.C., and *Charles Romer*; *Sir William Jowitt*, K.C., *Pritt*, K.C., and *Wilfrid Hunt*.

SOLICITORS: *Linklaters & Paines*; *Simmons & Simmons*.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Trinidad Petroleum Development Co. Ltd. *v.* Commissioners of Inland Revenue.

Slesser, Romer and Greene, L.JJ. 24th November, 1936.

REVENUE—INCOME TAX—ASSESSMENT OF PROFITS—SET-OFF OF PREVIOUS LOSSES ALLOWED—LOSSES GREATER THAN PROFITS—NO TAX PAID—WHETHER PROFITS "BROUGHT INTO CHARGE TO TAX"—INCOME TAX ACT, 1918 (8 & 9 Geo. 5, c. 40), All Schedules Rules, rr. 19, 21—FINANCE ACT, 1926 (16 & 17 Geo. 5, c. 22), s. 33 (1).

Appeal from a decision of Lawrence, J. (80 SOL. J. 705).

During the year 1933–34, the company made a payment of interest amounting to £46,032. Their profits for the year preceding had amounted to £69,908. Under the Finance Act, 1926, s. 33 (1), they were granted relief by being allowed to set-off against those profits £69,908 out of their losses, amounting to £82,085 for the years 1927–28 and 1928–9, the balance of £12,177, being carried forward. An assessment was made on the company under r. 21 of the General Rules, All Schedules of the Income Tax Act, 1918, as amended by s. 26 of the Finance Act, 1927. By that rule: "(1) Upon payment of any interest of money . . . charged with tax under Sched. D. . . . not payable or not wholly payable out of profits . . . brought into charge, the person by . . . whom . . . such payment is made shall deduct thereout . . . the amount of the tax thereon . . . (2) Any such person shall . . . render an account to the Commissioners . . . of the amount so deducted . . ." By r. 19: "(1) Where any yearly interest of money . . . is payable wholly out of profits . . . brought into charge to tax, no assessment shall be made upon the person entitled to such interest . . . but the . . . profits . . . shall be assessed . . . on the person liable to the interest" and he "shall be entitled, on making such payment, to deduct and retain thereout . . . the amount of the tax thereon . . ." Lawrence, J., confirmed the assessment. (The company contended that the fact that they had a right under s. 33 of the 1926 Act to have losses of previous years set off against the £69,908 did not prevent that sum from having been "brought into charge to tax" within r. 19, that, therefore, the interest had been paid wholly out of profits "brought into charge to tax," and that accordingly they were not assessable under r. 21.)

SLESSER, L.J., dismissing the company's appeal, said that r. 19 (1) dealt with a yearly interest of money payable wholly out of profits or gains "brought into charge to tax." Those words meant the taxable and not the actual profits in the year of assessment (*Attorney-General* v. *Metropolitan Water Board* [1928] 1 K.B. 833, at pp. 843, 847, 852). Now, when the losses were taken into consideration, as provided by s. 33 of the 1926 Act, there was a balance loss of £12,177 in respect of the year in question and it could not, therefore, be said that during that year there was any sum at all of profits, "brought into charge to tax." Therefore, the interest payment was not made out of profits "brought into charge to tax."

ROMER and GREENE, L.JJ., agreed.

COUNSEL: *Needham*, K.C. and *Scrimgeour*; *The Solicitor-General* (Sir Terence O'Connor, K.C.), and *R. Hills*.

SOLICITORS: *Elvy Robb & Co.*; *Solicitor of Inland Revenue*.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Stevenson *v.* Williams.

Greer, Slesser and Scott, L.JJ. 4th December, 1936.

GAMING AND WAGERING—CROSSWORD PUZZLE WITH ALTERNATIVE ANSWERS—DECISION OF EDITOR TO BE FINAL—SYNDICATE OF FOUR PERSONS FORMED TO SEND SOLUTIONS—PRIZE GAINED BY ONE OF THEM—ACTION BY OTHERS TO SECURE DIVISION—WHETHER IN RESPECT OF LOTTERY—MONEY HAD AND RECEIVED.

Appeal from a decision of Humphreys, J.

The two plaintiffs formed a syndicate with another man to enter a crossword competition in a weekly paper. There were alternative solutions and competitors agreed to abide by the decision of the editor as to the right one. The rules provided that no person must submit more than four entries in any week, and the men, being desirous of sending in sixteen entries, put the name of the defendant on four of the entries. One of these won the competition. The four persons met and decided to take £800, one of the alternative prizes. The plaintiffs alleged that it was agreed that the defendant should be admitted to the syndicate and should have a fourth share of the £800. After the prize money had been paid to the defendant, a dispute arose as to its division, and the plaintiffs issued a writ claiming £200 each as money had and received by the defendant on their behalf, or, alternatively, as money to which they were entitled under an agreement. At the trial it was contended on behalf of the defendant (*inter alia*) that because the plea for money had and received did not appear in the Statement of Claim it must be taken to have been dropped. Humphreys, J., gave judgment for the plaintiffs.

GREER, L.J., dismissing the defendant's appeal, said that the learned judge was entitled to consider not only the agreement relied on, but also the claim for money had and received. It had been contended that the money was not recoverable, because it was money received in a lottery, but there was no evidence that this competition was a lottery. If there had been evidence that the several alternative solutions were put into a hat and the winning solution picked out by chance it would then have been a lottery.

SLESSER and SCOTT, L.JJ., agreed.

COUNSEL: *N. Richards*; *Roskin*.

SOLICITORS: *Alan A. Wilhers*, agent for *John Evans*, of Bargoed; *Hancock & Willis*, agents for *Arnold Williams*, of Bargoed.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Appeals from County Courts.

In re Bulmer; The Trustee and the Commissioners of Inland Revenue *v.* National Provincial Bank Ltd.

Clauson and Farwell, JJ. 2nd November, 1936.

BANKRUPTCY—SECURED CREDITOR'S NOTICE TO TRUSTEE TO ELECT—APPLICATION FOR EXTENSION OF TIME DISMISSED—ORDER AS TO COSTS—ORDER DRAWN UP—APPEAL—TIME—BANKRUPTCY RULES, 1915, r. 130.

Appeal from Bradford County Court.

On the 31st December, 1935, the bank, being a secured creditor of the bankrupt, served on the trustee in bankruptcy a notice expiring on the 30th June, 1936, to exercise his right of election under Sch. 2, r. 13 (*c*), of the Bankruptcy Act,

1914. An application by the trustee for an extension of time within which to exercise his election was dismissed on the 25th June, the trustee being ordered to pay the costs of the respondents. After some correspondence an order was drawn up refusing the application but also containing provision for the reimbursement of the trustee out of the estate in respect of the costs which he had been ordered to pay. The order was dated the 18th July. Notice of appeal was given on the 5th August. The respondents took the objection that it was out of time.

CLAUSON, J., upholding the objection said that if the time for appealing ran from the refusal of the application, it had expired when the notice of appeal was given. The Bankruptcy Rules, 1915, r. 130, provided that the time should be calculated "in the case of the refusal of an application, from the date of such refusal" the period being twenty-one days. This was not a compound refusal but a simple refusal. The fate of the application was not mixed up with other matters (see *International Financial Society* v. *City of Moscow Gas Co.*, 7 Ch. D. 241, at p. 244, and *Shelfer* v. *City of London Electric Lighting Co.* [1895] 1 Ch. 287, at p. 307). It was not reasonable for the trustee to wait to see the order. The only relevant point was that the application was dismissed.

FARWELL, J., agreed.

COUNSEL: *Sir Gerald Hurst*, K.C., and *G. Upjohn*; *Roxburgh*, K.C., and *Morle*.

SOLICITORS: *Helliwell & Co.*; *Wilde, Sapte & Co.*

[Reported by FRANCIS W. COWPER, Esq., Barrister-at-Law.]

In re Bulmer; *Ex parte* Greaves *v.* Commissioners of Inland Revenue.

Clauson and Farwell, JJ. 2nd and 12th November, 1936.

BANKRUPTCY—COMMITTEE OF INSPECTION—COMPANY A MEMBER—ACTED THROUGH CHAIRMAN OF BOARD—SHARES HELD BY BANK AS SECURITY FOR DEBT SOLD TO HIM—RIGHT OF TRUSTEE IN BANKRUPTCY TO RECOVER THEM FOR BENEFIT OF ESTATE.

Appeal from Bradford County Court.

A bankrupt at the date of the receiving order was entitled to 16,750 preference shares of 10s. each and 521,144 ordinary shares of 1s. each in a private company, which, together with certain policies of insurance, were pledged to a bank as security for a sum of £56,000 and stood in the name of Branch Nominees, Ltd., as nominees of the bank. The bank sold 12,500 of the preference shares and 150,000 of the ordinary shares in January, 1934, to one Greaves, the chairman of the board of Smith, Bulmer & Co., Ltd., a company who were large creditors of the bankrupt. He subsequently resold part of the shares. Early in the bankruptcy the company had been appointed a member of a committee of inspection and throughout had acted through Greaves, who held its general proxy. On this motion the learned county court judge dealt with a claim to recover for the benefit of the bankrupt's estate (*a*) such shares as Greaves still retained, and (*b*) the proceeds of sale of such shares as he had sold. He ordered Greaves to transfer to the trustee in bankruptcy the shares he retained and to account for the proceeds of the shares sold, receiving back the price he had paid to the bank.

CLAUSON, J., dismissing the appeal of Greaves, said that it was not suggested that the efficiency of the sale could be questioned as between the bank and the appellant. Further, it was unnecessary to consider whether a limited company could properly be appointed a member of a committee of inspection. The appellant was under the duties and obligations by law attaching to membership of such a committee, having deliberately placed himself in the position of a member, and it was now too late for him to claim to be absolved from the duties attaching to the position. Members of the committee were in a fiduciary position in relation to the bankrupt's estate (see *In re Geiger* [1915] 1 K.B. 439; Bankruptcy Act, 1914, s. 20; Bankruptcy Rules, 1915, Nos. 347 and 348). Because of that position, unless there were full disclosure to all concerned, or possibly unless the court's leave were obtained on proper disclosure under some statutory provision, the appellant was precluded from entering into a transaction such as the present one, in which he had a personal interest capable of conflicting with those whom he was bound by his fiduciary position to protect, in this case the persons interested in the bankrupt's estate (see *Aberdeen Railway Co.* v. *Blaikie*, 1 Macq. 461). In this purchase there was such a conflict. The purchase put an end to the equity of redemption in the shares purchased. It was in the purchaser's interest to get them as cheaply as possible. It was in the estate's interest that the best price should be secured. It was said that the appellant made the purchase without appreciating that there was any reason why he was not free to buy as an ordinary purchaser or that in fact the shares, subject to the bank's rights, belonged to the estate. It was irrelevant that he failed to appreciate his peculiar position. A person in a fiduciary capacity suffered its disabilities whether or not he knew its consequences in the eye of the law. But the question whether he in fact knew that the shares formed part of the estate was not necessarily immaterial. If he knew the fact, the court would treat him as a trustee from the date of the purchase, and, subject only to his lien for the price paid, would call on him to hand over any shares which he had not realised and to replace any shares which he had realised. If he did not know the fact, the court, while requiring him, subject to his lien for the price paid, to hand over shares retained, would not call on him to replace shares realised while in a state of ignorance, but would simply require him to account for the purchase money actually received for the shares resold. Here such relief only was claimed as the trustee was entitled to if the appellant at the time of the purchase did not know the shares formed part of the estate, and it was not necessary to examine whether he in fact knew.

COUNSEL: *Stable*, K.C., and *C. N. Davis*; *Sir Gerald Hurst*, K.C., and *G. Upjohn*.

SOLICITORS: *Sharpe, Pritchard & Co.*, agents for *Greaves & Greaves*, of Bradford; *Helliwell & Co.*, agents for *J. R. Farrar*, of Halifax.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—Chancery Division.

In re Symm's Will Trusts: Public Trustee *v.* Shaw.

Bennett, J. 14th, 15th and 22nd October, 1936.

WILL—CONSTRUCTION—TRUSTEES APPOINTED—SURVIVORS AND ASSIGNS INCLUDED—PUBLIC TRUSTEE—ABSOLUTE DISCRETION TO PAY TO THE DESCENDANTS OF TESTATOR'S BROTHERS AND SISTERS—RULE AGAINST PERPETUITIES.

A testator, who died in 1887, by his will appointed as his trustees four named persons to whom he gave all his real and personal estate "upon trust that my said trustees and the survivor and survivors of them and the heirs, executors or administrators of such survivor, their or his assigns (each and all of whom are intended to be included in the term 'my trustees' hereinafter used)" should (*inter alia*) "pay over divide and distribute the net residue of my trust estate . . . to and among the descendants of such one or more to the exclusion of any other or others of the descendants of my brothers and sisters or one or more of them, and in such shares, proportions or amounts and at such proper times as my trustees in their absolute and uncontrolled discretion shall determine, and giving such consideration as they shall deem proper to circumstances, conditions and characters of all or any one or more of such persons . . . it being my intention to leave the distribution of my residuary trust estate among the class of persons aforesaid in the

absolute and uncontrolled discretion of my trustees in whom I place full confidence." In 1902 two of the trustees died. In 1907 another retired, having joined in appointing a fresh trustee. In 1923 the last original trustee retired after joining in appointing another trustee. In 1934 the two trustees retired, the Public Trustee being appointed. The question was now raised by the next of kin whether the gift was void.

BENNETT, J., in giving judgment said that it had been argued that the gift was void because there was no longer anyone who in accordance with the terms of the will, was entitled to select the descendants who were to take. It was said that the Public Trustee was not within the terms by which the testator had defined "my trustees" but as a matter of construction the Public Trustee was an assign. It was also said that the gift infringed the rule against perpetuities, because the descendants selected might be outside the limits fixed by the rule but it was argued on behalf of the descendants, that the trustees were bound to exercise their powers within the time allowed by the rule. However, there was nothing in the will so confining the descendants who might take, and the power was by the terms of the will, capable of being exercised outside the limited period. It followed from *In re de Sommerey*; *Coelenbier* v. *de Sommerey* [1912] 2 Ch. 622, that the gift was void.

COUNSEL: *J. N. Gray: George Slade: E. Holland.*

SOLICITORS: *Peacock & Goddard; Sharpe, Pritchard & Co.*, agents for *Maples & McCraith*, of Nottingham; *Crossman, Block & Co.*, agents for *Hoyle, Richmond & Aynsley*, of Consett.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Woolf *v.* Freeman.

Macnaghten, J. 4th December, 1936.

GAMING—CARD-PLAYING FOR MONEY—BRIDGE CLUB—COUNTERS SOLD TO PLAYERS BY CLUB—PRICE OF, WHETHER RECOVERABLE—LOSSES PAID TO WINNER BY CLUB ON BEHALF OF LOSER—WHETHER RECOVERABLE—GAMING ACT, 1845 (8 & 9 Vict. c. 109); GAMING ACT, 1892 (55 & 56 Vict. c. 9).

Action to recover the sum of £52 19s. 2d.

The sum claimed was made up of 10s. 2d., which was admitted to be due; of £3 10s., which was alleged to have been lent to the defendant in cash by the plaintiff on the 14th March, 1935; of £30 claimed as the price of chips or counters sold to the defendant on the same day; and of £18 19s. paid by the plaintiff for the defendant. The plaintiff, Woolf, was the proprietor of a bridge club which he carried on at his residence. The club was formed to enable persons to play games of cards, principally bridge, for money. By one rule all losses of one member to another were to be paid in counters provided by the plaintiff, who kept an office where counters could be bought. The counters were of different denominations, from 1d. to £10. At the conclusion of the session, each player received from the office the face value of the counters in his possession. On the 14th March, the defendant bought on credit counters to the value of £30, and gave the plaintiff a cheque for £33 10s., which was dishonoured. The plaintiff was suing for the recovery of the £33 10s. as money due; he was not suing on the cheque. Where a player lost more than the sum represented by the counters he had bought, and had not by him the cash necessary to buy the required additional counters, winner and loser usually went together to the office, whereupon the office would pay the winner the agreed amount won, subsequently looking to the loser for repayment. The £18 19s. was made up of a number of sums so paid for the defendant by the plaintiff.

MACNAGHTEN, J., said that he could see no answer to the claim for £3 10s. With regard to the £30, it was objected by the defendant that money advanced for the purpose of paying losses at bridge came within the province of the Gaming Act, 1892, in that the contract of gaming would be a contract made void by the Gaming Act, 1845. In his (his lordship's) opinion, that argument was right. The plaintiff carried on the club for the purpose of card-playing for money. Bridge was undoubtedly a game of skill, but whether that could be said of poker, he (his lordship) would have thought questionable, bluff rather than skill being the necessary quality. If the proprietor of a club of this kind chose to sell his counters on credit on a security which, in this case, proved to be bad, he could not rely on a court of law to enforce the obligation to repay. The £30 for the price of the counters was money which, by virtue of the Act of 1892, the plaintiff could not recover. The £18 19s. stood on a somewhat different footing. It was said there that the money was lent to the defendant, not for the purpose of discharging gaming debts which he might thereafter incur, but for paying gaming losses which he had already incurred. Counsel for the plaintiff relied strongly on *In re O'Shea* [1911] 2 K.B. 981, as showing that this loan could be recovered at law. This distinction between that case and the present, however, was that there the money was paid to the person who had lost the bet and not to the person who had won it. He (his lordship) saw nothing in the judgment in that case to lead him to the conclusion that, if the plaintiff there had paid the winner on behalf of O'Shea and then sought to recover from him the sums paid, the defence of the Gaming Acts would not have been available to him. Woolf having chosen to pay the losses incurred by the defendant to other persons, was debarred from recovering in a court of law the money so paid. There must be judgment for the plaintiff for £4 0s. 2d.

COUNSEL: *C. Doughty*, K.C., and *C. J. A. Doughty*, for the plaintiff; *T. Springer*, for the defendant.

SOLICITORS: *Edgar H. Hiscocks: W. R. Bennett & Co.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Parliamentary News.

Progress of Bills.

House of Lords.

Arbitration Bill.
Read Second Time. [9th December.

Diseases of Fish Bill.
Read Third Time. [8th December.

Expiring Laws Continuance Bill.
Read First Time. [8th December.

Geneva Convention Bill.
Reported, without amendment. [8th December.

India and Burma (Existing Laws) Bill.
Read First Time. [8th December.

Judiciary (Safeguarding) Bill.
Read Third Time. [7th December.

Merchant Shipping (Carriage of Munitions to Spain) Bill.
Royal Assent. [3rd December.

Public Order Bill.
Read First Time. [8th December.

Trade Marks (Amendment) Bill.
Read First Time. [3rd December.

Trunk Roads Bill.
Read Second Time. [8th December.

House of Commons.

Expiring Laws Continuance Bill.
Read Third Time. [8th December.

Livestock Industry Bill.
Read First Time. [4th December.

Ministry of Health Provisional Order (Evesham and Pershore Joint Hospital District) Bill.
Read Second Time. [4th December.

Ministry of Health Provisional Order (Port of Manchester) Bill.
Read Second Time. [4th December.

Offices Regulation Bill.
Second Reading negatived. [4th December.

Public Order Bill.
Read Third Time. [7th December.

Railway Freight Rebates Bill.
Read Third Time. [7th December.
Sheep Stocks Valuation (Scotland) Bill.
Read Second Time. [9th December.
Trunk Roads Bill.
Read Third Time. [3rd December.
Unemployment Assistance (Temporary Provisions) (Amendment) Bill.
Read First Time. [8th December.

Questions to Ministers.

ACTION FOR DAMAGES, BOW.

Mr. R. C. MORRISON asked the Attorney-General whether he is aware of the comments of Judge Owen Thompson, K.C., at Bow County Court, on 2nd December, when dealing with a judgment summons for £41 17s., that the defendant had been induced to bring an action for damages regarding a street injury to his child by misleading statements issued by a legal claims society; and whether he will inquire into the case with a view to instituting proceedings against the person or persons responsible for the organisation to which the judge referred.

The SOLICITOR-GENERAL: I am obliged to the hon. Gentleman for bringing this matter to my attention. I will make inquiries into it and communicate with the hon. Gentleman.

Mr. MORRISON: Will the hon. and learned Gentleman bear in mind that this is by no means an isolated case?

The SOLICITOR-GENERAL: I am fully aware of that, but I can assure the hon. Member that it is not as simple a matter as it appears. I can assure him that the matter is being closely looked into. [9th December.

The Law Society.

INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 4th and 5th November, 1936. A candidate is not obliged to take both parts of the Examination at the same time.

The names of the solicitors with whom the candidates placed in the First Class are serving under articles of clerkship are printed in parentheses.

FIRST CLASS.

Kenneth Brown (Mr. Walter Mitchell, of the firm of Messrs. Geo. A. White & Co., of Grimsby); Arthur Kenneth Clark (Mr. Arthur Frank Clark, of Reading); Harold Davies (Mr. Lawson Taylor, of Wrexham); Marguerite Yvonne Davies (Mr. Walter Cradoc Davies, of the firm of Messrs. Evan R. Davies & Davies, of Pwllheli); Edwin Arthur Everett (Mr. John Hinton Burdon, of the firm of Messrs. Dixons, Ward, Umney & Burdon, of London and Richmond, Surrey); Ralph Freedman (Mr. Sebag Cohen, LL.B., of the firm of Messrs. Sebag Cohen & Co., of Sunderland); Maurice Haworth (Mr. Harry Hoyle, of Rossendale); William Henry Hinton (Mr. Kenneth Charles Horton, of Ilkeston); Cyril Bernard Landau (Mr. Philip Emanuel, of the firm of Messrs. W. R. Bennett & Co., of London); John James Ryder (Mr. Frederick Harold Woolliscroft, B.A., LL.B., of Hanley); Ronald Mason Strickland (Mr. Alfred Bates Thorneloe, of Sheffield); John Aitchison Young (Mr. John Seaborne Hook, of the firm of Messrs. Fowler, Legg & Co., of London).

PASSED.

William John Bent Beardsley, Thomas Benson Bland, Eric George Blandford, John Keyworth Boynton, Gordon Neil Bradley, Alan Brook, Guy James Brunnarius, James Marsden Butterworth, Alan Gordon Cobden, Anthony Charles Talbot Cochrane, Anthony Donaldson Colley, Patrick George Bryan Daunt, B.A. Oxon, Robert Arthur Hickman Davies, Arthur George Dawkins, Peter Cory Dixon, B.A. Liverpool, John Cooper Donnelly, Arthur Duschinsky, B.A. Oxon, Frank Roland Earle, Paul Anthony Bevan Elkin, Leslie Vaughan Ellison, Charles Henry Elston, Huw Lewis Evans, B.A. Oxon, Harold Vernon Cecil Funnell, Evan Glyn George, Basil Gill, Kenneth Stanley Goodman, John Ernest Lloyd Gover, Robert George Grey, Raymond Hardy Hall, David Hume Harrison, Charles Jeyes Hunt, B.A. Oxon, Geoffrey William Huzzey, B.A. Oxon, Henry Percival James, B.A. Oxon, Victor Edward Jenvey, Walter Herbert Jones, Leonard Ralph Kelland, Edward Hall Lane, Norman Lees, Solomon Isaac Levinson, Lockhart Donald Mackirdy, Charles Herbert Matthews, Frederic Arthur Mayer, Leonard Arthur Morrow, Edward John Moss, Frank William Moss, Alfred George Charles Nicholson, Alan Francis Phillpotts, John Rea Poole, B.A. Cantab., David Ivor Lloyd Roberts, Colin Montague Blair Sessions, Gerald Holdaway Smith, John Charles Sammon Smith, Walter Frank Smith, Dennis George Harvey Stapleton, John Steele, Leonard Taylor, Rex Taylor, Norman Percy Timperley, Dennis Arthur Wakeford, Arthur Vaughan Wareing, Herbert Raymond Welch, Thomas Boyd Whyte, David Vernon Williams, Philip Young, William Robert Arthur Young, B.A. Oxon.

The following Candidates have passed the Legal Portion only:—

John Roberts Abbott, Peter Greenhill Andrews, John Alfred Askew, Reginald Davenport Atkinson, David Evelyn Houstoun Barnes, James Arthur Barnett, Outram David Guy Barr, John McLaren Barrell, John Reginald Barton, Lancelot Neville Bavin, Geoffrey Theodore Baynham, Seymour Beach, Henry Peter Beckett, John Brian Holman Bisseker, B.A. Cantab., Carlos Leonard Blackwell, Douglas Walter Blackwell, Jonathan Frederick Blair, Eric Laverick Blakey, Richard Board, Roland Borrie, Arnold Clayton Brewer, Ronald Edward Brooke, Kenneth Broughton, Charles Mark Patrick Burgess, Patrick Aylmer Burlton, John Anthony Haddon Cave, John Harry Arthur Julius Adelmare Cæsar, Kenneth Haygarth Capsey, John Chambres, David Martin Charles-Jones, Robert Geoffrey Church, William Reginald Clarke, Albert Ernest Clutterbuck, Sylvia Cohen, Kenneth Murray Cole, Richard Kenneth Cooke, John Harold Cooper, Percy Maurice Cooper, Denis Cowap, Richard Seymour Cox, Colin Victor Craddock, William David Crane, Ronald Selby Cranston, B.A. Oxon, Francis Henry Gerald Craze, Martin Anthony Engleheart Cresswell, Robert Lewis Critchley, George Arthur Henry Cross, Andrew William Colin Cumming, David Herbert Mervyn Davies, Trevor Davies, Philip Meyer Davis, John Bridgman Duigan, Philip Noel Edgecombe, B.A. Oxon, Hugh Sutton Worthington Edridge, John Haigh Fielden, Kenneth Noel Finlay, Basil Guthrie Firth, John Herbert FitzGerald, Basil Charles Amphlett Fox, Richard Raymond Grandin Gallichan, Dean Ronald Gardner, Rhuddlan Sydney Gething, Rodney Wyman Gold, B.A. Cantab., Solomon Grabiner, Vernon Howard Gwyther, Frederick John Hall, James Glendinning Hamilton, Dennis Parker Harrison, Harold Henry Ellis Hill, Philipp Hirschfeld, Paul Mewburn Hitchin, Geoffrey Leek Hogg, Brian Alister Hollick, Edward Jackson Hollister, John Cecil Hope, B.A. Oxon, Garth Hopkins, James Alan Howard, Michael Duncan Hutchison, B.A. Oxon, Joshua Israel, B.Com., B.Sc., London, Arthur Poyntz Jack, Harold Vincent Jackson, Vernon Willan Jackson, Myer Jacobs, John Hele Johnson, B.A. Oxon, Norris Richard Thomas Johnson, John Leslie Jones, Timothy Bingham Dale Kendall, B.A. Cantab., Richard Neville Lancaster, Alice Lauriston, John Clay Lavery, Harry Illtyd Lee, B.A. Cantab., Geoffrey Alfred Letts, Sydney George Lightfoot, Levan Lincoln, Bernard Henry Lock, George Longden, Ronald Desmond Lowless, Derek Owen Lucas, Cyril Joseph McCalvey, Patrick James Danvers McCraith, Arthur Edward McKenna, Beatrice Mabel McLoughlin, Denis John Magrath, John Arthur Manistre, Albert William Martin, John Murray Melville, Geoffrey Talton Mepham, Harold Ernest Miles, Robert Ennor Millman, Philip Holme Mitchell, Charles Wallace Morgan, Colin Harry Morgan, James Williams Morgan, John Horace New, Peter John Newton, Edwin Norman James Nias, Harry Nugent, Kenneth Harwood Parke, Anthony Evans Parker, Louis Phillips, B.Sc. London, Muriel Granville Picken, David Kirkpatrick Prior, B.A. Cantab., Cornelius Prichard, B.A. Wales, Ivor Evans Pugh, Geoffrey Hiram Standeford Pullen, John Henry Muers Raby, B.A. Cantab., Brian William Arthur Rattigan, Mary Reed, Lewis Roland Rees, Alan John Richards, Jack Handford Richardson, Thomas Rigby, Peter Allan Rippon, Jack Roberts, Denis Owen Robinson, John Paul Beverley Ross, B.A. Cantab., John Christopher Rowe, B.A. Oxon, Robert Mark Rutherford, Henry Alfred Sargant, Anthony Joseph Scruby, Roger Simon, B.A. Cantab., Herbert Sklar, George Derek Rayner Slade, B.A. Oxon, Charles Neville Smith, Alan Jack Smithers, John Snaith, Henry Fetherstonhaugh Stoker, Thomas Wilson Stuart, Hubert Murray Sturges, Thomas Peter Warcup Tacon, Alan Rowland Taylor, Charles Richard Thomas, Denis Peter Tomlin, Pamela Betty Topham, Saul Topperman, James Andrew Townsend, B.A. Cantab., Harold Travers, Francis Charles Sackville Tufton, B.A. Oxon, Kenneth Bryan Turner, Ronald Wilfrid Turner, David Michael Hastings Vulliamy, B.A. Oxon, Sidney Waller, Richard Walter, Roger Claud Vaughan Waters, William Mark Welch, Hugh Edward Griffiths Wells, Reginald Cyril Wells, Edward John Venables Williams, Eynon Rhys Williams, Jack Exley Wilson, Robert Clayborn Wilson, Robert Tyson Wilson, Reginald Derek Wise, George Douglas Yandell.

No. of Candidates, 421. Passed, 251.

The following candidates have passed the Trust Accounts and Bookkeeping portion only:—

Frederick Charles Adams, Harold Leslie John Aitchison, Edward Lloyd Alker, Jack Alexander Allerton, Moselle Alton,

LL.B. London, Colin Sheldon Amos, B.A. Cantab., Ernest Saxton Appleby, George Alexander Arbuthnot, David Murdock Argyle, Anthony Nicholas Armstrong, John Ashburn, Julien Baines, Leo Maria Ball, B.A. London, Cecil Barber, Harold Lindsey Barker, John Gray Barr, George Allen Batty, Tom Brian Baxter, Charles Noel Beattie, LL.B. London, Raymond Lee Bellwood, Peter Gray Benham, B.A. Oxon, Maxwell John Bennell, Robert Dennis Alford Bergman, Norman Thomas Berry, Donald Edgar Beswick, John Claude Birts, Robert Cairns Blakiston, John Dennis Bolton, LL.B. London, Giles Dumville Botterell, Vincent Stanley Bramley, David Russell Brayshaw, William Colin Broadhead, LL.B. Leeds, Allan Herdman Brown, Peter Brown, B.A. Oxon, Eric Hervé Giraud Browning, B.A. Cantab., Denis Macduff Burke, B.A. Cantab., Norman William Butters, Gerald Byers, LL.B. Manchester, Donald Byron, Neil Arthur Campbell, Christopher John Carey, Myles Carter, B.A. Cantab., George Norman Bromley Challenor, Derek Braithwaite Charlick, Derrick Charsley-Thomas, John Alexander Churchill, Donald John Clark, Hugh Geoffrey Clarke, Robert Anthony Cleaver, Reginald Christie Clements, LL.B. Durham, Edwin Newton Cocksedge, Montague Cohen, Reuben Cohen, LL.B. London, Christopher Gordon Colclough, B.A. Cantab., John Ambrose Collard, B.A. Oxon, Raymond Cook, Brian Hugh Hobson Cooke, Desmond Henry Corkery, Thomas Broderick Cox, John Walton Cronin, Alfred Rupert Neale Cross, B.A. Oxon, Eric Whitfield Culwick, John Gregson Cumberlege, Andrew Thomas Cutts, Thomas Daly, George Keith Daniels, B.A. Manchester, Alan Gwynne Davies, Daniel Rees Davies, Douglas Morley Davies, Maurice Parsons Davies, William Daniel Davies, Walter Patrick Carless Davis, B.A. Oxon, Frank Dean, John Francis Martin de Bartolomé, Antoine Albert Frank Denye, Humphrey Dolphin, B.A. Oxon, John Edmund Sidney Duff, Harry Wormald Dunk, B.A. Cantab., Harry Eastwood, Arthur John Moorhouse Ellaby, Mary Patricia Luya Ellis, LL.B. Liverpool, Philip England, Betty Vivian Entwistle, LL.B. Manchester, Frederick Peter Fergusson, Edward Chris Findley, LL.B. Liverpool, Raphael Fine, Frederick Ronald Fradd, John Balmer Frazer, Anthony Hugh French, Donald Levick French, Martin Joseph French, Anthony Lewis Friedberg, Simon Galinski, Herbert William Gamble, Stephen Wearsley Garratt, Arthur Garrett, B.A. Leeds, Jack Gartside, LL.B. Manchester, Henry St. Clair Glover Gasking, Louis Victor Worth Gerrard, Oswald Richard Giles, Walter James Gilmore, Samuel Marsland Ginn, B.A. Cantab., Jack Gledhill, Robert Henry Gould, B.A., LL.B. Cantab., Edward Nathaniel Grace, Dennis Arthur Grant, Clair Mansell Maybury Grece, B.A. Oxon, Peter Mouat Greene, B.A. Cantab., Donald Eric Greenfield, Benjamin Walter Gregory, John Bealey Griggs, Basil Brodribb Hall, Victor Désiré Michael Hall, Patrick Thomas Hamp, Gordon Hand, George Walker Hanson, LL.B. Leeds, Geoffrey George Sampson Harris, Brian Thomas Cuthbert Harrison, B.A. Cantab., Richard Harrison, B.A. Cantab., Derek Saxon Harrold, John Alan Fordyce Harvey, B.A. Cantab., Herbert Julius Hellerman, John Malcolm Hepburn, B.A. Cantab., Reginald Walter Hepburn, Basil Richard Denton Heppenstall, Richard Foster Heron, B.A., LL.B. Cantab., Hugh Geoffrey Hickman, Frank Higgins, Anthony Hobson, Trafford Aldred Holford, Arthur Thomas Hodson Hosegood, David Heppell Hughes, Herbert Hughes, Percy Hulme, Graham Arthur Champney Hunt, Philip Malcolm Hunter, John Esmond Hilton Hutchinson, Margaret Wendy Hyman, LL.B. Leeds, Russell Willan Jackson, George Stephen Chivers Jamieson, B.A., B.C.L. Oxon, Richard John, John Maldwyn Johns, Cedric Ronald Johnson, Harry Hayes Johnson, John Frederick Johnson, Kenneth Graham Johnson, Benjamin George Jones, LL.B. Wales, Edwin John Jones, LL.B. Birmingham, Frank Jones, Gwilym Thomas Jones, M.A., Wales, Hugh Leslie Jones, Norman Arthur Gwyn Jones, Peter Wilson Jones, William Clifford Jones, B.A. Cantab., Yuet Keung Kan, B.A. Hong Kong, Adrian Morgan Kelly, LL.B. London, Walter Kraft, LL.B. London, William Augustus Leach-Lewis, B.A. Cantab., Bernard Leather, LL.B. Leeds, David Herbert Leather, John Broughall Lee, John Muirhead Lee, B.A., LL.B. Cantab., Harold Leiverman, Michael Edwin Lester, Philip William Levens, B.A. Cantab., Edward Axford Lewis, B.A., LL.B. Cantab., George Harrison Eley Lewis, LL.B. Birmingham, William Edmund Littlewood, Iain MacInnes Livingston, John Victor Lloyd-Jones, Peter Francis George Lomax, B.A. Cantab., Clifford Dudley Lowings, Denis Lyth, Ian Fraser Shaw MacKenzie, B.A. Oxon, Sidney Leonard Vikerman Mainprise, M.A. Cantab., John Ephraim Mantle, Thomas Gabriel Matthews, B.A. Cantab., Peter Servington Maynard, Harry Melling, Elwyn Banner Mendus, Ashurst Everad Stuart Menzies, Gerald Tindal Methwold Methold, Denis Noel Midmer, John Tetley Milnes, B.A. Oxon, Donald Charles William Milton, Ronald Llewelyn Morgan, B.A. Cantab., Arthur James Morley, Edgar Arthur Morris, Gerard Elliot Moule, Christopher John Mount, B.A. Oxon, John Donald Moys, Donald Edward Munro, B.A. Cantab., Harold David Naylor, John Marcus Neal, John Arthur Nicholson, Raymond Guy Vere Nicoll, Godfrey Lushington Norris, B.A. Oxon, Samuel Derek Oates, Francis Ulick John O'Brien, Cecil John Manaton Ommanney, B.A. Oxon, Edward Anthony Pakeman, B.A. Oxon, Richard Daniel Adamson Parkyn, M.A. Cantab., John Edwin Peake, Eric Christopher Pemberton, B.A. Cantab., Michael Harvey Penty, Ernest Frederick James Perkins, Richard Charles Eric Phillips, Ronald John Phillips, Ernest John Pickworth, Seymour Douglas Plummer, John Sinclair Pope, B.A. Oxon, Sydney John Pothecary, Charles Leslie Phillips Powell, B.A. Oxon, John Latham Press, B.A. Oxon, Hugh Paul Ridgman Prisk, Norman Henry Propert, Ronald Fairfax Pugh, B.A. Cantab., Michael Anthony Pybus, B.A. Cantab., Winston Rees, B.A. Wales, Joseph Robert Reeve, LL.B. London, Frank Alick Rennison, LL.B. Sheffield, John William Richardson, Thomas Abraham Riches, LL.B. London, Thomas Arthur Rickard, John Robert Riding, Kenneth Hugh Riggall, B.A. Cantab., Gilbert Rishton, Cyril Bernard Rivlin, John Spray Rogers, Mark Morton Romney, B.A. London, John Rowe, Harry Brimelow Sales, Michael Charles Sanders, B.A. Oxon, Frank Albert Azor Savage, David John Savin, B.A. Oxon, Edward Alan Scott, Moses Benjamin Selig, Edmund Morland Shewell, Albert Reginald Shott, Colin Wilfrid Shuttleworth, Thomas Herbert Sills, Robert Hugh Edwin Sloan, George Mason Smailes, LL.B. Leeds, Basil Gerrard Smith, B.A. Oxon, Harold Picton Smith, James Smith, Leonard Pollock Bealy Smith, Peter Haslehust Smith, Roy Machin Smith, Richard Brian Snowden, Stanley Ronald Philip Solomon, B.A. Oxon, David Denis Spark, Edward Desmond Spencer, B.A. Cantab., David Charles Stevens, LL.B. Birmingham, Geoffrey Stott, Richard Edgar Stowell, George Anthony Strasser, B.A. Cantab., Roy Eastwood Stringfellow, LL.B. Liverpool, Archibald Geoffrey Stubbs, Alan Herbert Illingworth Swift, B.A., LL.B. Cantab., Richard Norris Symonds, John Eric Symons, John Daniel Taggart, LL.B. Liverpool, Orton Sidney Taylor, Thomas Taylor, LL.B. Manchester, Frederick Richard Terras, B.A. Oxon, John Stuart Hamilton Thomas, LL.B. Wales, Kenneth Arthur Thomas, Norman Peter Landers Thomas, Douglas Scott Thomson, Robert Ribblesdale Thornton, B.A., LL.B. Cantab., William Tozer, Alec Robert Troughton, George Martin Turnell, B.A. Cantab., John Winspear Turner, Philip William Casimir van Straubenzee, Joseph Victor Vobe, Alan Charles Victor Waite, Edward Rayner Dreyer Warburg, Thomas Hardy Waterhouse, B.A., LL.B. Cantab., Bertram Webster, B.A., LL.B. Cantab., Aubrey Weldon, John Hyde West, B.A., LL.B. Cantab., Lionel Hamer Whalley, Thomas Alan Whittington, Richard Donald Croft Wilcock, Jack Wilkinson, Joshua Winter, LL.B. Leeds, Thomas Claude Middleton Winwood, B.A. Cantab., Stanley Wise, Henry Maurice Wix, Cecil Vivian Wolfson, B.A. Cantab., Andrew Wontner-Smith, John Wentworth Wood, LL.B. Leeds, John Nicholas Woodbridge, B.A., LL.B. Cantab., Robert Algernon Peter Woodbridge, Rowland Ernest Woodward, LL.B. Liverpool, Edward Howard Newcome Wright, Ernest Hedley Wright, Trevor Francis Yorke-Starkey, Richard Henry Penn Young.

No. of Candidates, 522. Passed, 378.

SPECIAL GENERAL MEETING.

A Special General Meeting of the members of The Law Society will be held in the Hall of the Society on Friday, 29th January, 1937, at 2 p.m.

Societies.

Incorporated Law Society of Liverpool.

ANNUAL GENERAL MEETING.

The 109th Annual General Meeting of the Incorporated Law Society of Liverpool was held in the Library, 10, Cook Street, on Friday, the 27th November.

The President (Mr. John W. Cocks) presided over an attendance of sixty members.

Among those present were Messrs. A. E. Frankland (Vice-President), G. E. Castle (Hon. Treasurer), B. Arkle (Hon. Secretary), A. E. Chevalier, R. D. Cripps, E. V. Crooks, W. Glasgow, F. C. Gregory, L. S. Holmes, J. G. Kenion, P. N. Stone and G. A. Solly.

The notice convening the meeting having been taken as read, the President delivered his address.

During his year of office, he said, he had, as their President, attended several local functions and also the reception held in May last at The Law Society's Hall in Chancery Lane in

honour of the French advocates who were visiting London. In company with some of their other officers, he also attended the Provincial Meeting of The Law Society held in September last at Nottingham, and there listened to an interesting address delivered by the President as well as to some able and useful papers. At Nottingham they were entertained right royally. That brought him to one other point he wished to make—the desirability of more members attending the Annual Provincial Meetings of The Law Society.

He found that only 251 of their members were also members of The Law Society, whilst in Manchester there were 300 and in Birmingham 313 solicitors who were members of their local society and also of The Law Society. Why they in Liverpool lagged behind in that respect he failed to understand, and he would like to see their number largely increased. To be a member of The Law Society was a useful and comparatively inexpensive privilege.

During the past year not only had their financial matters been satisfactory, but so also had their membership, for their numbers were higher than those of the preceding year. The Society was representative of over 95 per cent. of those in practice in Liverpool and district.

As Chairman for one year of The Pritt Fund, he had learnt something of that wonderfully productive organisation, the genesis of which was their benefactor, Sir Charles Morton. He meant productive in beneficent work, conferring real benefit in an unostentatious, happy and non-patronising way. It was complementary to the Solicitors' Benevolent Fund and relieved the burden on that fund, which was heavy. At the same time the fact that Liverpool made no call upon the Solicitors' Benevolent Fund in no way diminished the obligation to support that fund, and he would like to know that every member of their Society was a subscriber.

The President then referred to the Solicitors Act, 1936, whereby The Law Society were obliged to ensure that every articled clerk provided evidence of good character and suitability prior to entering into articles of clerkship. The power so conferred would need to be exercised impartially as regards sex and creed and many other matters. The provision conferred upon The Law Society not only a great power, but also a heavy burden and responsibility. It was suggested in a very able paper read at the Provincial Meeting at Nottingham that the new provision was a precursor only to arrangements whereunder the Council of The Law Society would exercise an absolute right to forbid a person whom they regarded as unsuitable from starting on a career as a solicitor, but he was doubtful if such an absolute right was desirable. Moreover, it was difficult to believe that Parliament would readily confer it. This was, perhaps, a somewhat controversial matter and one which he would not pursue. The same Act prevented, except with the leave of The Law Society, a solicitor, who had not been in continuous practice for a period of five years, from taking an articled clerk and empowered the Society to discharge articles of clerkship on such terms as it saw fit; the latter provision would enable serious difficulties, which, from time to time, arise to be overcome and was another example of the important duties cast upon the Society.

The new County Court Rules would come into operation on 1st January next, and their most striking feature was as to place of trial, an amendment consequent upon the practice, which had come into vogue, whereby plaintiffs suing under hire-purchase agreements entered the plaints in the district within which they carried on business regardless of the fact that the defendants might be resident hundreds of miles away and would on that account be unable to attend the hearing, complete denial of justice frequently thereby resulting. After 1st January, 1937, actions on contracts for the sale or hire-purchase of goods under which payment was to be made by instalments must, unless the amount of the claim exceeded £20, or unless the contract was made in the district within which the plaintiff proposed to sue by the defendant or by his agent personally, be commenced in the court for the district in which the defendant carried on business or resided. Another provision of importance was that whereby, although Ord. XIV of the High Court was not copied, its useful result could be obtained in a somewhat different method; such provision, however, was not available in money-lending cases, actions for recovery of debts by an assignee or by a mortgagee and in some other instances. The new Rules effected many other alterations, but none of them appeared to him so important as the amendment as to jurisdiction.

In the High Court also they had had some new Rules, and those which now regulated the institution of legal proceedings by mortgagees against their mortgagors effected drastic changes and, therefore, needed careful consideration; the transfer of such proceedings from the King's Bench to the Chancery Division seemed a natural change, foreclosure and redemption proceedings having always been assigned to the latter division, but he was not sure that the provisions of the new Rules whereby judgment could not be entered in default of appearance or pleading when a mortgagee was seeking to recover possession or instalments or interest due under the mortgage or charge without the leave of the court or a judge, were either happy or useful. The district registrars had jurisdiction to issue in the Chancery Division writs specially indorsed under Ord. 111, r. 6, claiming payment of the mortgage debt and to sign judgments in default of appearance and to make orders for judgments under Ord. XIV, r. 1. Permission to enter such judgments, however, would be obtained only on filing evidence of the entire position of the mortgage or charge; i.e., whether or no the plaintiff was in possession, the amount paid by the mortgagor, showing arrears in payments and in general such information as would enable consideration of the security as a whole and the remedies under it; moreover, service upon the defendant of notice of filing such evidence might, and presumably generally would, be required.

If the proceedings were commenced by originating summons under Ord. 55, r. 5A, the action would proceed in London, except in Liverpool and Manchester, where fortunately they had special provisions as to the conduct of work in the Chancery Division; practice directions had been issued by the Chancery judges in regard to applications under that order, which were useful, but they repeated the practice of allowing no costs to a plaintiff on a judgment in default of appearance in an action for possession, which he considered unfair.

Upon the much debated question of so-called "free conveyances," they at length had the report of the Scale Committee adopted by the Council on 22nd May, 1936, and published in the *Gazette* of June last. The Scale Committee's report dealt comprehensively with the entire matter and prescribed principles to which all conditions and contracts providing for free conveyances should conform. They were now all fully conversant with such principles and it was for them to ensure that they were duly regarded. At first sight it might appear somewhat difficult to gauge what was a reasonable sum for the vendor's solicitor to allow the solicitor selected by the purchaser to act for him, but he had already found in practice that the difficulty was more academic than real. They were told that so-called "free conveyances" on sales of small houses were so popular with the public and so useful in developing building estates that the profession must recognise that they had come to stay. He feared that this was correct, but he was satisfied that the public, although maybe not the builder, would be better served were "free conveyances" by some means or other abolished. They all recognised that the purchaser in the price which he paid for the property acquired paid also for his so-called "free conveyance"; possibly also the purchaser knew, but the point with him was that he was aware of the precise amount which he had to provide and he ran no risk as to the vagaries of solicitors' charges, which were far too prevalent. It was believed that if a solicitor for the vendor under a so-called "free conveyance" contract prepared the conveyance to the purchaser, the relationship of solicitor and client with all the usual consequences, would subsist between the solicitor and the purchaser as to the transaction, unless the solicitor specifically, preferably by letter, informed the purchaser that he was entirely without legal aid.

With reference to the Solicitors' Practice Rules, which became effective on 1st October last, the President said that the new Rules and the local minimum scale, where in existence, had been somewhat confused. As he understood the position, if a local minimum scale were fixed, then a member charging less than such minimum scale, to which he had prescribed, would be guilty of professional misconduct unless he had obtained dispensation from his local committee on one or other of the special grounds which were set out in the Rules pertaining to such local minimum scale. A minimum scale would in fact preclude a solicitor from making a bargain with his own client (which, in non-contentious matters, was enabled by s. 57 of The Solicitors Act, 1932), except with the specific approval of his own society; this disadvantage might in a city such as theirs, involve the time of a committee sitting almost, if not quite, daily. Hence one of the reasons why their committee had, in harmony with the Manchester Society, been adverse to the fixing of a local minimum scale. The minimum scale was directed, as its title indicates, purely to the prevention of under-cutting in charges, whilst the Practice Rules of 22nd July, 1936, were directed purely to the proscription of touting. The two matters, i.e. under-cutting and touting, might be and probably were close companions in an infamous bed, but they were totally different and were accordingly dealt with by different regulations. The Rules of July, 1936, did not prevent a solicitor from making a bargain with his own client, whilst a local minimum

scale did, except with the approval of his own society. That, he submitted, was logical and for his part he would not have it varied. The Rules also prohibited a solicitor from (A) holding himself out or allowing himself to be held out as ready to do professional work for unorthodox charges; (B) sharing with a person, not a solicitor, his profit costs, and (C) prosecuting claims arising in consequence of death or personal injury for a client whose introduction to him is consequent upon solicitation or is made a matter of business and in expectation of reward. These Rules, he said, should be a sheet anchor to them and also to their clients, and he hoped that they would be regarded not only in their wording but in their spirit.

The President concluded his address by referring to the restoration of the increase to 33⅓ per cent. in their charges. Solicitors' bills in litigation seemed heavy, but, so far as he could judge, the solicitor himself was rarely adequately remunerated for his services in litigation, the major items in his bill being those for disbursements in respect of witness allowances, particularly those for expert witnesses, counsel's fees and court fees. He was satisfied that had it not been for the happy and astute manner in which the reduction in the percentage increases was offered "as a gesture" to the Lord Chancellor at the time of the national financial crisis in 1931, there would have been difficulty in obtaining the restorations.

On the motion of Mr. Stone, seconded by Mr. Holmes, it was resolved: "That the best thanks of the meeting be tendered to the President for his address."

On the motion of Mr. Chevalier, seconded by Mr. Thew, it was resolved: "That the best thanks of the Society be given to the officers and committee for their services during the past year."

There being nine nominations for the nine vacancies, the President declared the following members elected to serve on the Committee for the ensuing term of three years: Messrs. J. C. Bryson, W. Glasgow, F. C. Gregory, V. D. Heyne, H. B. Kendall, J. G. Kenion, R. K. Milne, J. Pennington and J. Wall.

Solicitors' Benevolent Association.

The monthly meeting of the directors was held on the 2nd December, at 60, Carey Street, London, W.C.2, with Mr. R. C. Nesbitt in the chair.

The following directors were present: Mr. G. S. Blaker (Reading), Mr. P. D. Botterell, C.B.E., Mr. A. J. Cash (Derby), Sir Edmund Cook, C.B.E., Mr. T. G. Cowan, Mr. T. S. Curtis, Mr. E. F. Dent, Mr. R. Epton (Lincoln), Mr. A. G. Gibson, Mr. G. Keith, Sir E. F. Knapp-Fisher, Mr. C. W. Lee, Mr. C. G. May, Mr. A. R. Moon (Manchester), Mr. R. Pemberton, Mr. H. F. Plant, Mr. W. N. Riley (Brighton), Mr. E. Sant (Salisbury), Mr. F. L. Steward (Wolverhampton), Mr. A. W. Turnbull (Shrewsbury), Mr. H. White (Winchester) and the secretary.

The sum of £1,388 was distributed in grants to necessitous cases, seventy new members admitted and other general business transacted.

The Hardwicke Society.

A meeting of the Society was held on Friday, 4th December, at 8.15 p.m. in the Middle Temple Common Room. The President, Mr. J. A. Petrie, in the chair. Mr. J. A. Grieves moved: "That woman is not the gentler sex." Miss Leila MacGarvey opposed. There also spoke Mr. Walter Stewart, Mr. Fletcher, Mr. A. C. Douglas, Mr. McNabb, Mr. Campbell Prosser, Mr. Caplan, Mr. Lewis Sturge (Hon. Secretary), Mr. Llewellyn-Thomas (Hon. Treasurer), and Miss Hines. The Hon. Mover having replied, the House divided, and the motion was carried by one vote.

United Law Society.

A meeting of the Society was held in the Middle Temple Common Room on Monday, 7th December, at 8 p.m. Mr. G. H. Pritchard proposed the motion: "That in the opinion of this house splendid isolation is the key to the country's foreign difficulties." Mr. T. R. Owens opposed. Messrs. McQuown, Bartholomew, H. W. Pritchard, Vine Hall, Gibbons, Wood-Smith, Pennewan, Raffetty and Lawton also spoke, and Mr. Pritchard replied. The motion was put to the house and lost by three votes. The house adjourned at 9.25 p.m. Attendance 18.

Law Association.

The usual monthly meeting of the Directors was held on the 7th December, Mr. Arthur E. Clarke in the chair. The other Directors present were Mr. Guy H. Cholmeley, Mr. E. B. V. Christian, Mr. Douglas T. Garrett, Mr. W. Alan Gillett, Mr. Ernest Goddard, Mr. G. D. Hugh-Jones, Mr. Frank S. Pritchard, Mr. John Venning, and the Secretary, Mr. Andrew H. Morton. A sum of £339 13s. was voted in relief of deserving applicants, two new members were elected, and other general business transacted.

Legal Notes and News.

Honours and Appointments.

The King has been pleased to approve a recommendation of the Home Secretary that Mr. ARCHIBALD WILLIAM COCKBURN be appointed Recorder of Oxford, to succeed Mr. DIGBY COTES-PREEDY, K.C., who has been appointed a County Court Judge. Mr. Cockburn was called to the Bar in 1913 by the Inner Temple, and joined the Oxford Circuit. In 1934 he was appointed Recorder of Ludlow, and last year he was made a Bencher of his Inn.

The Lord Chancellor has appointed Mr. GEORGE HENRY WILSON CRUTTWELL to be the Registrar of Frome and Warminster County Courts, as from the 1st December. Mr. Cruttwell was admitted a solicitor in 1914.

The Lords Commissioners of His Majesty's Treasury have appointed Mr. J. GRANVILLE RAM, C.B., to be Acting First Parliamentary Counsel during Sir Maurice Gwyer's visit to India next year. When Sir Maurice Gwyer's appointment as Chief Justice of India takes effect on 1st October, 1937, Mr. Ram, who was called to the Bar by the Inner Temple in 1910, will succeed him as First Parliamentary Counsel.

The Colonial Office announces the following appointments in the Colonial Legal Service:—

Mr. C. G. HOWELL (Legal Adviser, Federated Malay States), appointed Attorney-General, Straits Settlements.

Mr. D. R. MCDONALD (Deputy Registrar-General, Fiji), appointed Chief Magistrate and Legal Adviser, British Solomon Islands Protectorate.

Sir HERBERT CUNLIFFE, K.C., was nominated for the position of Chairman of the Essex Quarter Session at a meeting of the Essex Justices at Chelmsford last week. Mr. LINTON T. THORP, K.C., was nominated as Deputy-Chairman.

Mr. J. H. MORGAN, K.C., has been appointed Counsel to the Indian Chamber of Princes, and is proceeding to India, on the instructions of Messrs. Herbert Smith & Co., to advise the Chamber in the negotiations attending the entry of the States into the Federation.

Wills and Bequests.

Mr. William Rymer Wooler, solicitor, of Darlington, left £23,264, with net personalty £7,305.

Mr. Alfred Ellis, J.P., solicitor, of Amersham, and Bedford Row, left estate of the gross value of £22,647, with net personalty £20,694. He left, subject to his wife's life interest:—£1,000 to the Chesham Cottage Hospital: £500 to John Groom's Crippleage; £300 to Spurgeon's Orphanage; £300 to Spurgeon's College; £200 to the Amersham Free Church; £5,000 to the Baptist Union of Great Britain and Ireland; and, after bequests, the residue of the property equally between the Baptist Missionary Society and the Baptist Union.

Notes.

Judge Crawford, compulsorily retired from the County Court Bench some time ago because of his age, returned to work last Monday, when he presided over a second court at Bow.

A White Paper (Cmd. 5328) has been published by the Board of Trade showing how the provisions of the Trade Marks (Amendment) Bill, 1936, affect the Trade Marks Acts, 1905–1919 (H.M. Stationery Office, price 1s.).

It has been intimated that the effective date for the fusion of the Chartered Institute of Secretaries and the Incorporated Secretaries Association will be 1st April, 1937. As from that date the members of the association will become, under the scheme of fusion, members of the institute.

There was a discussion on town and country planning as affecting the private landowner at the Chartered Surveyors' Institution on Monday. Mr. C. F. Stone (Reigate) outlined the estate agents' point of view, and Mr. F. E. Warbreck Howell (Town Clerk of Manchester) the official view.

The Third Clarke Hall lecture, "Probation and other Social Work of the Courts," will be delivered by Mr. S. W. Harris, C.B., C.V.O., Assistant Under Secretary of State, in the Hall of Gray's Inn, W.C.1, on Wednesday, 27th January, 1937, at 4 p.m. The Right Hon. Sir Herbert Samuel, G.C.B., G.B.E., will be in the chair.

An interesting point was raised by the Crewe Juvenile Court magistrates last Tuesday, says *The Times*, when they bound over for six months a sixteen-year-old boy, who was summoned for selling newspapers without a licence. It was stated that proceedings in another court were pending against the boy's father. The Chairman said the magistrates were of opinion that if in such cases it was not possible for the two cases to be heard together, then the case against the adult should be taken before the case against the juvenile. Otherwise an adult desiring to give evidence for the juvenile would be prejudiced in his own defence if he were subsequently a defendant in another court.

RENEWAL OF PRACTISING CERTIFICATES.

We would again remind our readers that Solicitors' Practising Certificates for 1936–37 should be renewed before the 15th December. All certificates on which the duty is paid after the 1st January next must be left with The Law Society for entry, and the names of solicitors taking out their certificates after that date cannot be included in the Law List for 1937.

NOTICE TO CONTRIBUTORS.

The Editor will be pleased to consider for publication contributions and correspondence from any professional source upon matters of legal interest.

All contributions (including correspondence) should be typewritten and on one side of the paper only, and must be accompanied by the name and address of the contributor.

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Court Papers.

Supreme Court of Judicature.

Date.	Emergency Rota.	Appeal Court No. I.	Group I. Mr. Justice Eve. Witness. Part II.	Group I. Mr. Justice Bennett. Non-Witness
	Mr.	Mr.	Mr.	Mr.
Dec. 14	Hicks Beach	Ritchie	*Hicks Beach	Jones
,, 15	Andrews	Blaker	Blaker	Hicks Beach
,, 16	Jones	More	*Jones	Blaker
,, 17	Ritchie	Hicks Beach	*Ritchie	More
,, 18	Blaker	Andrews	Andrews	Ritchie
,, 19	More	Jones	More	Andrews

	Group I. Mr. Justice Crossman. Witness. Part I.	Mr. Justice Clauson. Witness. Part I.	Group II. Mr. Justice Luxmoore. Non-Witness.	Mr. Justice Farwell. Witness Part II.
	Mr.	Mr.	Mr.	Mr.
Dec. 14	*Blaker	*Andrews	More	Ritchie
,, 15	*Jones	*More	Ritchie	*Andrews
,, 16	*Hicks Beach	*Ritchie	Andrews	More
,, 17	*Andrews	Blaker	Jones	Hicks Beach
,, 18	More	*Jones	Hicks Beach	*Blaker
,, 19	Ritchie	Hicks Beach	Blaker	Jones

*The Registrar will be in Chambers on these days, and also on the day when the Court is not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 17th December, 1936.

	Div. Months.	Middle Price 9 Dec. 1936.	Flat Interest Yield. £ s. d.	‡Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	114½	3 9 10	3 0 5
Consols 2½%	JAJO	84xd	2 19 6	—
War Loan 3½% 1952 or after	JD	105¾	3 6 2	3 0 9
Funding 4% Loan 1960-90	MN	116½	3 8 8	2 19 11
Funding 3% Loan 1959-69	AO	101½	2 19 1	2 18 1
Funding 2½% Loan 1956-61	AO	92½	2 14 1	2 18 9
Victory 4% Loan Av. life 23 years	MS	114½	3 9 10	3 2 3
Conversion 5% Loan 1944-64	MN	117¼	4 5 3	2 6 1
Conversion 4½% Loan 1940-44	JJ	107¾	4 3 7	2 16 4
Conversion 3½% Loan 1961 or after	AO	106½	3 5 9	3 2 3
Conversion 3% Loan 1948-53	MS	103½	2 18 0	2 12 5
Conversion 2½% Loan 1944-49	AO	100¾	2 9 7	2 7 9
Local Loans 3% Stock 1912 or after	JAJO	96¾xd	3 2 0	—
Bank Stock	AO	375½	3 3 11	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	85½xd	3 4 4	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	95½xd	3 2 10	—
India 4½% 1950-55	MN	114½	3 18 7	3 2 6
India 3½% 1931 or after	JAJO	98¼xd	3 11 3	—
India 3% 1948 or after	JAJO	86xd	3 9 9	—
Sudan 4½% 1939-73 Av. life 27 years	FA	118	3 16 3	3 9 3
Sudan 4% 1974 Red. in part after 1950	MN	114½	3 9 10	2 14 10
Tanganyika 4% Guaranteed 1951-71	FA	115	3 9 7	2 13 11
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	109xd	4 2 7	2 11 2
Lon. Elec. T. F. Corpn. 2½% 1950-55	FA	94½	2 12 11	2 17 7
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	109xd	3 13 5	3 7 0
Australia (C'mm'nw'th) 3% 1955-58	AO	96	3 2 6	3 5 2
Canada 4% 1953-58	MS	113	3 10 10	3 0 2
*Natal 3% 1929-49	JJ	101xd	2 19 5	—
*New South Wales 3½% 1930-50	JJ	100xd	3 10 0	3 10 0
*New Zealand 3% 1945	AO	100	3 0 0	3 0 0
†Nigeria 4% 1963	AO	115	3 9 7	3 3 4
*Queensland 3½% 1950-70	JJ	100xd	3 10 0	3 10 0
South Africa 3½% 1953-73	JD	106	3 6 0	3 0 5
*Victoria 3½% 1929-49	AO	101	3 9 4	—
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	98xd	3 1 3	—
*Croydon 3% 1940-60	AO	101	2 19 5	2 13 1
Essex County 3½% 1952-72	JD	105xd	3 6 8	3 1 11
Leeds 3% 1927 or after	JJ	97	3 1 10	—
Liverpool 3¼% Redeemable by agreement with holders or by purchase	JAJO	106xd	3 6 0	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	82	3 1 0	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	94	3 3 10	—
Manchester 3% 1941 or after	FA	98	3 1 3	—
*Metropolitan Consd. 2½% 1920-49	MJSD	100	2 10 0	—
Metropolitan Water Board 3% "A" 1963-2003	AO	99	3 0 7	3 0 8
Do. do. 3% "B" 1934-2003	MS	98½	3 0 11	3 1 1
Do. do. 3% "E" 1953-73	JJ	102	2 18 10	2 16 11
Middlesex County Council 4% 1952-72	MN	113½	3 10 6	2 18 7
† Do. do. 4½% 1950-70	MN	115½	3 17 11	3 2 4
Nottingham 3% Irredeemable	MN	96	3 2 6	—
Sheffield Corp. 3½% 1968	JJ	108	3 4 10	3 1 11
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	114½	3 9 10	—
Gt. Western Rly. 4½% Debenture	JJ	126½	3 11 2	—
Gt. Western Rly. 5% Debenture	JJ	137½	3 12 9	—
Gt. Western Rly. 5% Rent Charge	FA	135½	3 13 10	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	133½	3 14 11	—
Gt. Western Rly. 5% Preference	MA	125½	3 19 8	—
Southern Rly. 4% Debenture	JJ	112xd	3 11 5	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	112xd	3 11 5	3 6 1
Southern Rly. 5% Guaranteed	MA	133½	3 14 11	—
Southern Rly. 5% Preference	MA	125	4 0 0	—

*Not available to Trustees over par. †Not available to Trustees over 115.
‡In the case of Stocks at a premium, the yield with redemption has been calculated at the earliest date; in the case of other Stocks, as at the latest date.

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